

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



ITEM: 3.19
(ID # 23796)

MEETING DATE:
Tuesday, March 12, 2024

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval and execution of the Transportation Uniform Mitigation Fee Program Reimbursement Agreement between Ranch RV & Self-Storage – Temescal Valley, LLC, Western Riverside Council of Governments, and the County of Riverside associated with Plot Plan No. 26403 and Parcel Map No. 37599. District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Transportation Uniform Mitigation Fee Program Reimbursement Agreement between Ranch RV & Self-Storage – Temescal Valley, LLC, Western Riverside Council of Governments, and the County of Riverside associated with Plot Plan No. 26403 and Parcel Map No. 37599; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

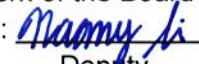
ACTION:Policy


Patricia Romo, Director of Transportation 2/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 12, 2024
xc: Trans.

Kimberly A. Rector
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: TUMF – 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Uniform Mitigation Fee (TUMF) Program Reimbursement Agreement (Reimbursement Agreement) is a supplemental document to the TUMF Program Improvement and Credit/Reimbursement Agreement (TUMF Agreement) between Ranch RV & Self-Storage-Temescal Valley, LLC (Developer), Western Riverside Council of Governments (WRCOG), and the County of Riverside (County) associated with Plot Plan 26403 and Parcel Map 37599 (Project), which was approved by the Board of Supervisors on June 6, 2023 (Agenda Item 3.35).

The improvements include the realignment of Temescal Canyon Road along the frontage of the Project. These road improvements are identified under the TUMF Program and are required by conditions of approval for the Project, which are owned by the Developer.

The Transportation Department has determined that the Developer would be eligible for a reimbursement amount set forth in this Reimbursement Agreement. Upon completion of improvements, acceptance by the County, and verification of actual costs, the Transportation Department will determine the actual reimbursement amount due to the Developer.

The payment of the reimbursement amount is subject to the improvements being scheduled for funding pursuant to the WRCOG Transportation Improvement Program (TIP), and WRCOG having funds available and appropriated for payment of the reimbursement amount.

Impact on Residents and Businesses

The realignment of Temescal Canyon Road will improve traffic flow and is a facility identified in the County General Plan.

Additional Fiscal Information

N/A

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

ATTACHMENTS:

Vicinity Map

Reimbursement Agreement



Jason Farin, Principal Management Analyst 3/5/2024



Aaron Gettis, Chief Deputy County Counsel 2/28/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Power of Attorney Contract No. 23-089002-1147

Thank you.

**REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this day of March 12, 2024 by and between the County of Riverside, a political subdivision of the State of California ("AGENCY"), the Western Riverside Council of Governments, a joint powers Agency, ("WRCOG") and Ranch RV & Self-Storage – Temescal Valley, LLC, a California limited liability company, with its principal place of business at 41391 Kalmia Street, Suite 200 Murrieta, California 92562 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to an agreement dated June 6, 2023, entitled "Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Program" (Contract Number 20-12-003), (hereinafter Credit Agreement);

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.6 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, County Ordinance no. 824, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

TUMF Reimbursement Agreement
Ranch RV & Self-Storage-Temescal Valley, LLC
PP26403 (PM37599)
Temescal Canyon Road

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, County Ordinance No. 824, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding **THIRTY-FOUR THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS (\$34,286)** ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Sections 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred percent (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five- year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit

Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.


8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.9.

[SIGNATURES OF PARTIES ON NEXT PAGE]

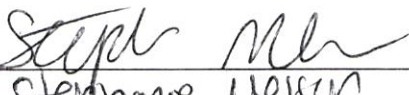
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation


APPROVED AS TO FORM:
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF
SUPERVISORS:

By: 
CHUCK WASHINGTON
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

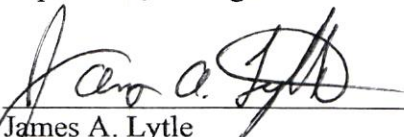
By: 
Deputy

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LLC, a California limited liability company

By: Rancon Group, Inc., a California
corporation, Manager

By: 
James A. Lytle
President

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENT**

By: _____
Kurt Wilson
Executive Director

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On 12/04/2023 before me, Jeannie M. Dey Notary Public
(insert name and title of the officer)

personally appeared James A. Lytle
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

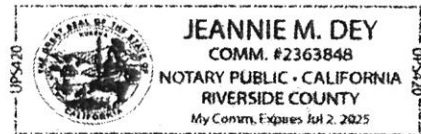
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

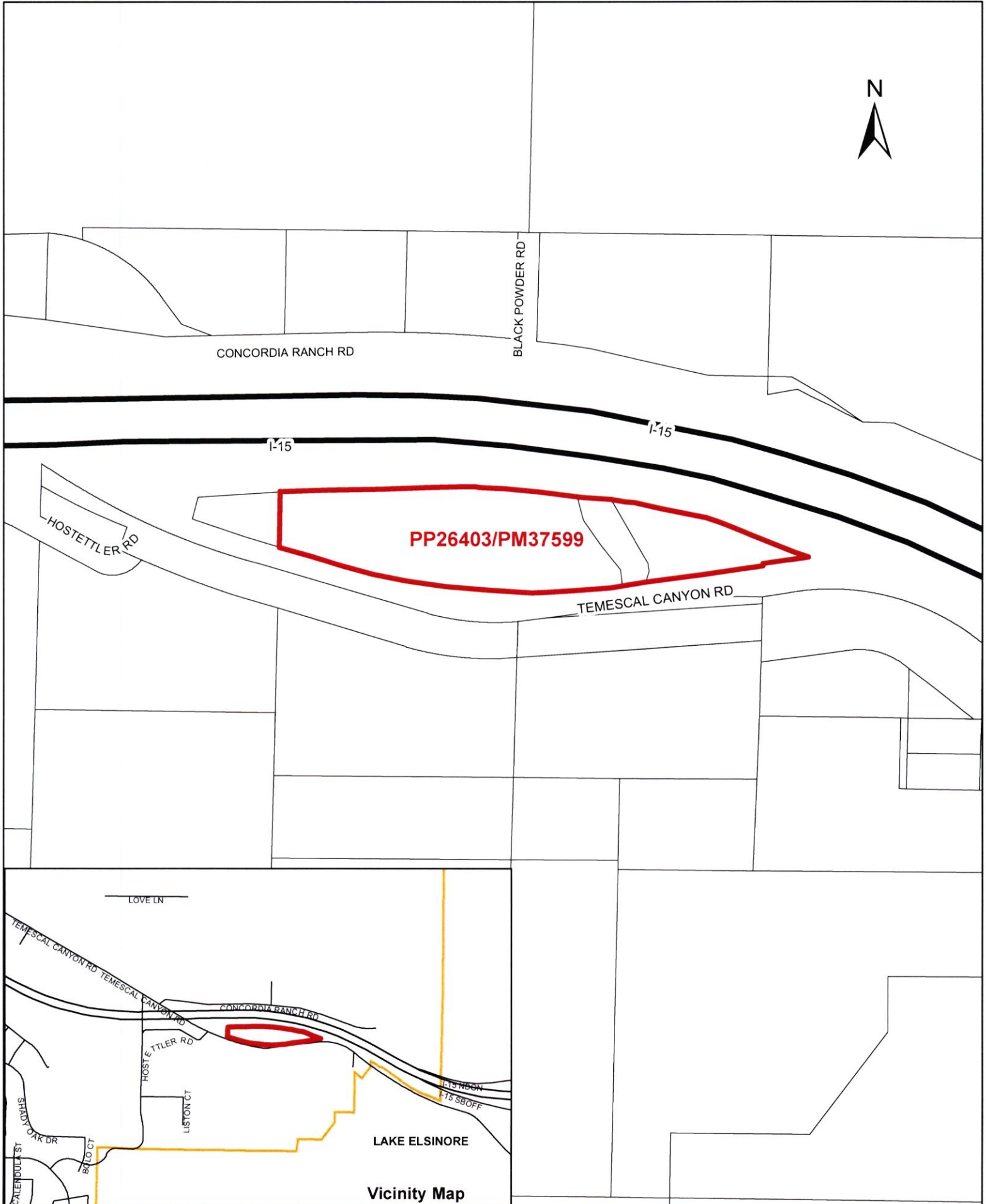
Jeannie M. Dey

(Seal)



Vicinity Map PP26403-PM37599

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



Vicinity Map

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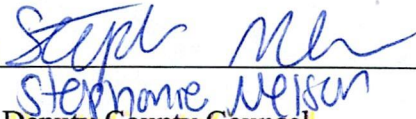
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RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation


APPROVED AS TO FORM:
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

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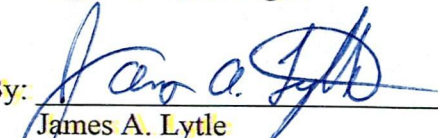
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Temescal Canyon Road

DEVELOPER

Ranch RV & Self-Storage-Temescal Valley, LLC, a California limited liability company

By: Rancon Group, Inc., a California corporation, Manager

By: 
James A. Lytle
President

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT

By: _____
Kurt Wilson
Executive Director

Approved to Form:


By: _____
Steven C. DeBaun
General Counsel

Trans Contract No. 23-08-004

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation


APPROVED AS TO FORM:
County Counsel

By: 
Stephanie Nelson
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Chairman, County Board of Supervisors

ATTEST:
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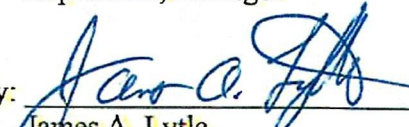
By: 
Maany Li
Deputy

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Temescal Canyon Road

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By: Rancon Group, Inc., a California corporation, Manager

By: 
James A. Lytle
President

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT

DocuSigned by:
By: 
559AA08D640442A... 5/8/2024
Kurt Wilson
Executive Director

Approved to Form:

DocuSigned by:
By: 
554DE3F483634C0... 5/3/2024
Steven C. DeBaun
General Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 12/04/2023 before me, Jeannie M. Dey Notary Public
(insert name and title of the officer)

personally appeared James A. Lytle
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

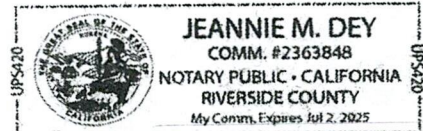
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jeannie M. Dey

(Seal)



Vicinity Map PP26403-PM37599

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