

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



ITEM: 3.14  
(ID # 26142)

**MEETING DATE:**  
Tuesday, October 22, 2024

**FROM :** FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT, REAL ESTATE DIVISION (FM-RE): Approval of the First Amendment to Lease with Tower Riverside, LLC, a Delaware Limited Liability Company, and YKI Investments, LLC, a California limited liability company, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1. [Total Cost: \$0] (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, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached First Amendment to Lease with Tower Riverside, LLC, a Delaware Limited Liability Company, and YKI Investments, LLC, a California limited liability company, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:Policy**


  
Rose Salgado, Director of Facilities Management 10/27/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, 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 Gutierrez  
Nays: None  
Absent: None  
Date: October 22, 2024  
xc: FM-RE, Recorder/State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25-28/29</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Registrar of Voters (ROV) has been under lease at 2720 Gateway Drive, Riverside since December 12, 2017. This leased location serves the entire County as critical office space for the ROV since it is adjacent to the primary ROV County-owned building located at 2724 Gateway Drive, Riverside.

This First Amendment to Lease (First Amendment) represents the memorialization of a request to enhance security by installing fencing around the County-owned building and the leased building, collectively referred to as the Project. The Project will entail installing a wrought iron perimeter fence around both properties. Installation of a fence on the County-owned parcel will create secure parking for staff, and installing bollards around the front of both properties on Gateway Drive and Canyon Springs Parkway will provide a general vehicle deterrent.

The Lessor has granted permission to the County to construct and maintain the improvements, for so long as the County remains a lessee at 2720 Gateway Drive, Riverside. County will contract for and provide funds for the fencing, as addressed in Minute Order 3.15 from September 17, 2024.

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption. The Project, as proposed, is limited to perimeter security upgrades within the existing facility. The use of the facility would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the Project is exempt as the project meets the scope and intent of the "Common Sense" Exemption identified in Section 15061 (b)(3) and Class 1 – Existing Facilities Exemption identified in Section 15301.

This Amendment is summarized below:

Lessor: YKI Investments, LLC & Tower Riverside, LLC  
P.O. Box 1200  
Woodland, CA. 95776

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

Premises Location: 2720 Gateway Drive  
Riverside, CA 92507

Size: 18,539 square feet

Term: August 1, 2018 through July 31, 2028

Rent: \$38,178.19 per month (\$2.06/sf) or \$458,138.28 per year

The attached First Amendment has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

This facility will continue to provide as an additional location to support the ROV operations. The continued occupancy and enhanced security of this facility provides a positive impact to all residents of Riverside County.

**SUPPLEMENTAL:**

**Fiscal Information**

There is no additional fiscal impact being created due to this Amendment.

**Contract History and Price Reasonableness**

<u>Agreement</u>	<u>Date and M.O.</u>
Lease	December 12, 2017 (M.O. 3.14)

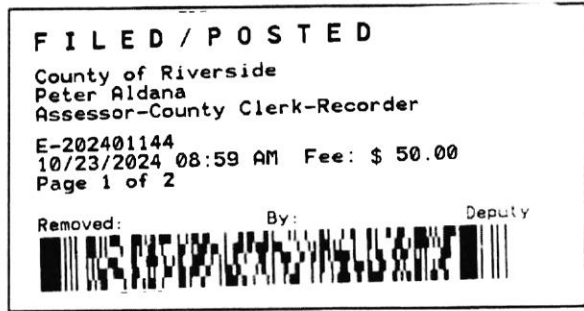
**ATTACHMENTS:**

- First Amendment to Lease
- Notice of Exemption
- Aerial Map

  
Stacy Orton 10/10/2024

  
Aaron Gettis, Chief of Deputy County Counsel 10/10/2024

**Riverside County**  
**Facilities Management**  
3450 14<sup>th</sup> Street, Riverside, CA 92501



## NOTICE OF EXEMPTION

September 24, 2024

**Project Name:** Registrar of Voters (ROV) Gateway First Amendment Election Security Upgrade Project

**Project Number:** FM08170013731

**Project Locations:** 2720 Gateway Drive, east of Valley Springs Parkway, Riverside, California, 92507; Assessor's Parcel Number (APN): 291-450-066

**Description of Project:** The ROV has been under lease at 2720 Gateway Drive, Riverside since December 12, 2017. This location serves as critical office space for the ROV since it is adjacent to the primary ROV county-owned building located at 2724 Gateway Drive which serves all Riverside County.

This First Amendment to Lease (Amendment) represents a request to enhance security around the County owned building and the leased building collectively. The project will entail installing a wrought iron perimeter fence around both properties. Installation of a fence on the County owned parcel will create secure parking for staff, and installing bollards around the front of both properties on Gateway Drive and Canyon Springs Parkway will provide a general vehicle deterrent. The Lessor has hereby granted permission to County to construct and maintain the improvements, for so long as the County remains a Lessee at 2720 Gateway Drive. County will contract for and provide funds for the fencing as contained in M.O. 3.15 from September 17, 2024. First Amendment to the lease to implement improvements to the security at the ROV Gateway facility is defined as the proposed project under the California Environmental Quality Act (CEQA). The operation of the site will continue to provide public services at the existing facility and will not result in a significant expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County


**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the improvements to the security at the ROV 2720 Gateway Facility.

- **Section 15301 (d)–Existing Facilities:** This Class 1 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 improvements to security at the Gateway Building are needed to maintain an appropriate level of safety for staff and patrons at the existing facility. The security improvements to the facility are minor alterations within the facility would not expand the capacity of the site and would result in the continuation of public services; therefore, the project is exempt as the improvements meet the scope and intent of the Categorical 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 improvements to provide election security at the ROV Gateway building will not result in any direct or indirect physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside, Facilities Management 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: 9-25-2024

Mike Sullivan,  
County of Riverside, Facilities Management

# Registrar of Voters (ROV) Gateway First Amendment Election Security Upgrade Project

## Summary

**SCH Number**

2024101002

**Public Agency**

Riverside County

**Document Title**

Registrar of Voters (ROV) Gateway First Amendment Election Security Upgrade Project

**Document Type**

NOE - Notice of Exemption

**Received**

10/23/2024

**Posted**

10/23/2024

**Document Description**

The ROV has been under lease at 2720 Gateway Drive, Riverside since December 12, 2017. This location serves as critical office space for the ROV since it is adjacent to the primary ROV county-owned building located at 2724 Gateway Drive which serves all Riverside County.

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## Contact Information

**Name**

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**FIRST AMENDMENT TO LEASE**

2720 Gateway Drive, Riverside, California

This **FIRST AMENDMENT TO LEASE** ("First Amendment") dated as of October 22, 2024, is entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County" or "Lessee"), and **TOWER RIVERSIDE, LLC**, a Delaware Limited Liability Company, and **YKI INVESTMENTS, LLC**, a California limited liability company, as tenants in common (collectively, "Lessor"), and sometimes collectively referred to as the "Parties".

**RECITALS**

**A.** Tower Riverside, LLC and County entered into that certain Lease dated December 12, 2017, ("Original Lease") pursuant to which Tower Riverside, LLC agreed to lease to County, and County agreed to lease from Tower Riverside, LLC that certain building located at 2720 Gateway Drive, Riverside, California, Assessor's Parcel Number ("APN") 291-450-066 ("Property"), as more particularly described in the Original Lease.

**B.** In or around 2022, TOWER RIVERSIDE, LLC sold a 62.9% interest in the Property to YKI INVESTMENTS, recorded as Document No. 2022-0388632 with the County Recorder's Office.

**C.** County owns the adjacent parcel located at 2724 Gateway Drive, Riverside, California, identified by APN 291-450-065, which is the Registrar of Voters ("ROV") Office. County desires to enhance security around the ROV Office and wants to enhance security around the Property as well. The proposed improvements include:

- 1) Perimeter fencing around the entire ROV Office property, as well as the Property.
- 2) Additional fencing on the ROV Office property only to create secure parking for staff.

OCT 22 2024 3.14

1           3) The addition of bollards across the front of the ROV Office property,  
2 facing Gateway Drive, and on the Property, facing Gateway Drive and Valley Springs  
3 Parkway.

4           **D.** The Original Lease, together with this First Amendment, shall be  
5 collectively referred to as the Lease.

6           **NOW, THEREFORE,** for good and valuable consideration the receipt and  
7 adequacy of which is hereby acknowledged, the parties agree as follows:

8           **1. Parties.** Section 1.1 of the Lease shall be modified to reflect the current  
9 Lessors and ownership of the Property.

10          **2. Exhibit A-1.** Exhibit A-1 is hereby attached and incorporated into the  
11 Lease.

12          **3. Repairs and Maintenance.** Section 10 of the Lease shall be amended  
13 to add Section 10.6 as follows:

14          **10.6 Security Fencing.** Any maintenance of the improvements completed  
15 pursuant to Exhibit A-1 shall be the responsibility of the County for the duration of this  
16 Lease. In the event the County no longer leases 2720 Gateway Drive, all maintenance  
17 shall become the responsibility of the Lessor. Moreover, in the event the County  
18 vacates the Property or the Lease terminates, the improvements completed pursuant to  
19 Exhibit A-1 will become the property of the Lessor, unless the County elects to remove  
20 the improvements pursuant to Section 11.2.3.

21          **4. Improvements by County.** Section 11.2 of the Lease is hereby  
22 amended by adding the following as Section 11.2.3:

23          **11.2.3** County is responsible for the installation of the improvements related to  
24 enhanced security, as shown in Exhibit A-1, at the sole cost to the County. Lessor has  
25 been notified of the County's intention to install the additional improvements to  
26 enhance security on the ROV Office property and the request to add improvements to  
27 the Property, as shown in Exhibit A-1. Lessor is in agreement and consents with the  
28 improvements. Upon termination of the Lease, or County's vacating of the Property, the



1 County may, but shall not be required to, remove the improvements constructed  
2 pursuant to Exhibit A-1 at its option, provided that the County shall promptly repair and  
3 restore any damage to the Property caused by such removal to substantially the same  
4 condition that existed on the Property prior to the installation of the improvements, at  
5 the County's sole cost and expense.

6 **5. Notice.** Section 19.19 of the Lease is hereby amended by the following:

7 County of Riverside

8 Facilities Management – Real Estate Division

9 3450 14<sup>th</sup> Street, Suite 200

10 Riverside, California 92501

11 Attention: Deputy Director of Real Estate

12 **6. Language for Use of Electronic (Digital) Signatures.** Section 19 of the  
13 Lease is hereby amended by adding the following as Section 19.23:

14 **19.23 Language for Use of Electronic (Digital) Signatures.** This Agreement  
15 may be executed in any number of counterparts, each of which will be an original, but  
16 all of which together will constitute one instrument. Each party of this Agreement  
17 agrees to the use of electronic signatures, such as digital signatures that meet the  
18 requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal.  
19 Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further  
20 agree that the electronic signatures of the parties included in this Agreement are  
21 intended to authenticate this writing and to have the same force and effect as manual  
22 signatures. Electronic signature means an electronic sound, symbol, or process  
23 attached to or logically associated with an electronic record and executed or adopted  
24 by a person with the intent to sign the electronic record pursuant to the CUETA as  
25 amended from time to time. The CUETA authorizes use of an electronic signature for  
26 transactions and contracts among parties in California, including a government agency.  
27 Digital signature means an electronic identifier, created by computer, intended by the  
28 party using it to have the same force and effect as the use of a manual signature, and

1 shall be reasonably relied upon by the parties. For purposes of this section, a digital  
2 signature is a type of "electronic signature" as defined in subdivision (i) of Section  
3 1633.2 of the Civil Code.

4 **7. First Amendment to Prevail.** Unless defined herein or the context  
5 requires otherwise, all capitalized terms herein shall have the meaning defined in the  
6 Lease, as heretofore amended. The provisions of this First Amendment shall prevail  
7 over any inconsistency or conflicting provisions of the Lease, as heretofore amended,  
8 and shall supplement the remaining provisions thereof.

9 **8. Miscellaneous.** Except as amended or modified herein, all terms of the  
10 Lease shall remain in full force and effect and shall apply with the same force and  
11 effect. If any provisions of this Amendment or the Lease shall be determined to be  
12 illegal or unenforceable, such determination shall not affect any other provision of the  
13 Lease and all such other provisions shall remain in full force and effect. The language  
14 in all parts of the Lease shall be construed according to its normal and usual meaning  
15 and not strictly for or against either Lessor or Lessee.

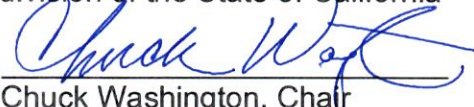
16 **9. Effective Date.** This First Amendment to Lease shall not be binding or  
17 consummated until its approval by the County's Board of Supervisors and fully  
18 executed by the Parties.

19 (SIGNATURES ON NEXT PAGE)  
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1 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of  
2 the date first written above.

3 Dated: 10/22/2024

4 LESSEE:  
5 COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California

7 By:   
8 Chuck Washington, Chair  
9 Board of Supervisors

LESSOR:

TOWER RIVERSIDE, LLC, a Delaware  
limited liability company

By: Tower Investments, LLC


Its: Sole Member

By: Tower Management Group, Inc.

Its: Manager

10 ATTEST:  
11 Kimberly A. Rector  
12 Clerk of the Board


13 By:   
14 Deputy

By:   
Stephen Marks, Jr., SVP & Secretary

YKI INVESTMENTS, LLC, a California  
limited liability company

By: \_\_\_\_\_  
Mark Mezger, Member

15 APPROVED AS TO FORM:  
16 Minh C. Tran  
17 County Counsel

18 By:   
19 Ryan Yabko  
20 Deputy County Counsel

1           **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of  
2 the date first written above.

3 Dated: 10/9/2024


4 **LESSEE:**  
5 **COUNTY OF RIVERSIDE**, a political  
6 subdivision of the State of California

7 By: \_\_\_\_\_  
8 Chuck Washington, Chair  
9 Board of Supervisors

10 **ATTEST:**  
11 Kimberly A. Rector  
12 Clerk of the Board

13 By: \_\_\_\_\_  
14 Deputy

15 **APPROVED AS TO FORM:**  
16 Minh C. Tran  
17 County Counsel


18 By:  \_\_\_\_\_  
19 Ryan Yabko  
20 Deputy County Counsel

**LESSOR:**  
TOWER RIVERSIDE, LLC, a Delaware  
limited liability company

By: Tower Investments, LLC  
Its: Sole Member  
By: Tower Management Group, Inc.  
Its: Manager

By: \_\_\_\_\_  
Stephen Marks, Jr., SVP & Secretary

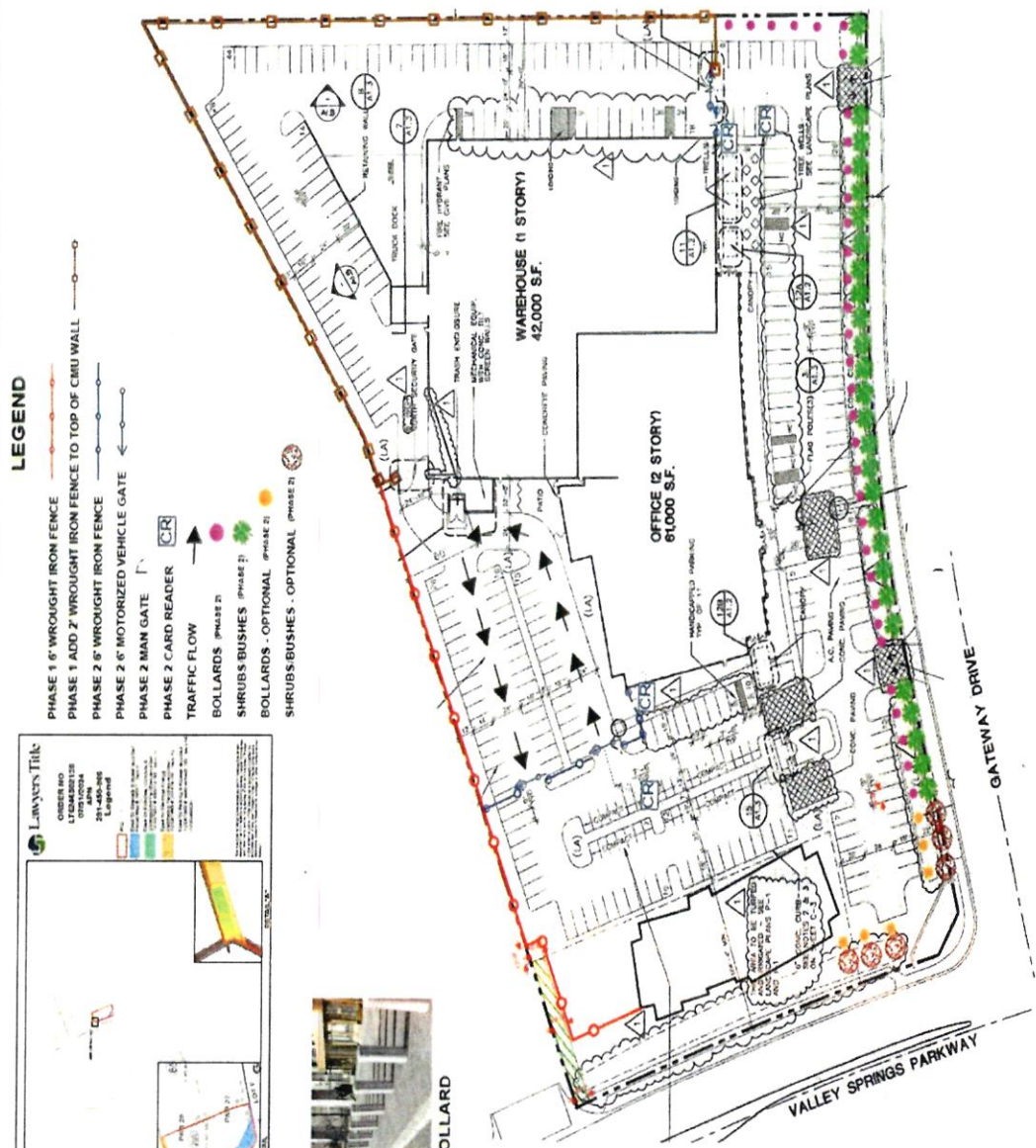
YKI INVESTMENTS, LLC, a California  
limited liability company

By:  For YKI Investments, LLC  
Mark Mezger, Member

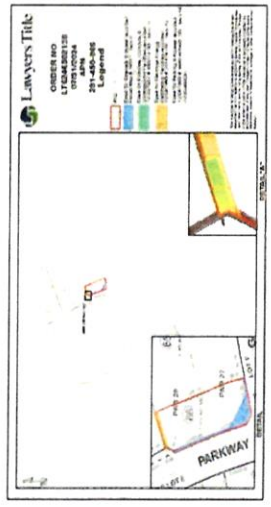
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EXHIBIT A-1  
ATTACHED BEHIND THIS PAGE

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- LEGEND**
- PHASE 1 6" WROUGHT IRON FENCE
  - PHASE 1 ADD 2" WROUGHT IRON FENCE TO TOP OF CMU WALL
  - PHASE 2 6" WROUGHT IRON FENCE
  - PHASE 2 6" MOTORIZED VEHICLE GATE
  - PHASE 2 MAN GATE
  - PHASE 2 CARD READER
  - TRAFFIC FLOW
  - BOLLARDS (PHASE 2)
  - SHRUBS/BUSHES (PHASE 2)
  - BOLLARDS - OPTIONAL (PHASE 2)
  - SHRUBS/BUSHES - OPTIONAL (PHASE 2)



BOLLARD



6" WROUGHT IRON FENCE OPTION A



6" WROUGHT IRON FENCE OPTION B

# Registrar of Voters (ROV) - Leased Bldg.

2720 Gateway Drive, Riverside 92507



## Legend

County Centerline Names



**\*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.

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## Notes

# Registrar of Voters (ROV) - Leased Bldg.

2720 Gateway Drive, Riverside 92507



## Legend

County Centerline Names



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## Notes

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