

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



**ITEM**  
12.1  
(ID # 9263)

**MEETING DATE:**

Tuesday, April 2, 2019

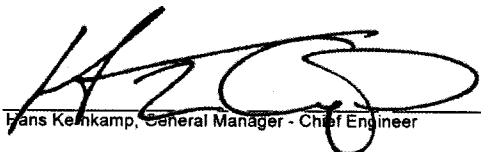
**FROM :** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approval of the Coachella Valley Compost Mitigation Agreement - Fair Share Payment. District 4. [\$0 - Department of Waste Resources Enterprise Funds] (CEQA - Nothing Further Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in the previously adopted Environmental Impact Report (EIR) for the Coachella Valley Compost (CVC) Solid Waste Facility Permit Revision Project (SCH No. 2013081021); and
2. Approve the CVC Mitigation Agreement Fair Share Payment (Agreement) between the County of Riverside, the City of Indio, the City of Coachella, and Burrtec Waste Industries, Inc. (Burrtec), in compliance with Mitigation Measure T-5 of the EIR, which was adopted to ensure that Burrtec fund Local Governments a pro rata fair share of the maintenance costs for Dillon Road; and
3. Authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County; and
4. Direct the Department of Waste Resources (Department) to file the Notice of Determination (NOD) within five (5) working days of approval by the Board.

**ACTION:**Policy

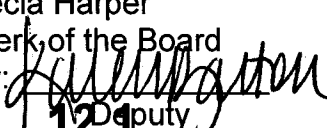
  
Hans Kemkamp, General Manager - Chief Engineer 3/14/2019

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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:** April 2, 2019  
**XC:** Waste

Kecia Harper  
Clerk of the Board  
By:   
12.1 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:</b> Waste Resources Enterprise Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

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

**BACKGROUND:**

**Summary**

CVC is an existing regional composting facility located within the closed Coachella Landfill property, east of the City of Indio and immediately west of the northern limits of the City of Coachella. CVC is operated by Burrtec through a Master Lease agreement with the Department, on behalf of the County. On May 23, 2017 (M.O. 12.1), the Board of Supervisors approved the 9<sup>th</sup> Amended and Restated Master Lease, as well as adopted the EIR, for the CVC expansion project.

The EIR identified mitigation measures to reduce the project's impacts. Specifically, Mitigation Measure T-5 required that Burrtec pay Local Governments (County, Indio, and Coachella) a pro-rata fair share of the maintenance costs for Dillon Road. As such, Burrtec will pay Local Governments \$1.00 dollar per ton of incoming materials, with the distribution of funds based on each jurisdiction's road maintenance responsibility of Dillon Road between Interstate 10 and Landfill Road. The distribution of the funds are as follows: the City of Coachella 62.5%, City of Indio 18.75% and the County of Riverside 18.75%.

The Agreement was signed by the cities of Coachella and Indio on February 5, 2019, and February 11, 2019, respectively.

**Prev. Agn. Ref.:** M.O. 12.1 of 05/23/17

**CEQA Findings**

Regarding the approval of the Agreement (Project), it was determined that nothing further is required because all potentially significant environmental effects have been fully analyzed in the previously adopted EIR for the CVC Solid Waste Facility Permit Revision Project (SCH No. 2013081021). The CVC expansion project was already fully environmentally assessed and the Project will not result in any new significant environmental effects not identified in the adopted EIR. As a result, no further environmental documentation is required pursuant to the provisions of CEQA (Public Resources Code, § 21000 et seq.).

The Department will file a NOD with the County Clerk upon Project approval.

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

**Impact on Residents and Businesses**

Approval of the Agreement provides an on-going funding source for the maintenance of Dillon Road, thereby providing increased safety, as well as economic and environmental benefits, to residents and businesses that travel along Dillon Road.

**Attachments**

ATTACHMENT A - Mitigation Agreement – Fair Share Payment

ATTACHMENT B - CEQA NOD



Jason Farin, Senior Management Analyst

3/26/2019



Gregory L. Priamos, Director County Counsel

3/22/2019

**COUNTY OF RIVERSIDE  
DEPARTMENT WASTE RESOURCES  
NOTICE OF DETERMINATION**

**TO:**  
Office of Planning and Research (OPR)  
1400 Tenth Street  
Sacramento, CA 95814

County Clerk  
County of Riverside

**FROM:**  
Riverside County  
Department of Waste Resources  
14310 Frederick Street  
Moreno Valley, CA 92553

**For County Clerk's Use Only:**

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

Date

Initial

*Via Waste*

**Subject:** Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

**Project Title:** Coachella Valley Compost (CVC) Mitigation Agreement – Fair Share Payment (Agreement)

**State Clearinghouse (SCH) No.:** 2013081021 **Contact:** Ryan Ross **Phone:** 951-486-3200

**Project Sponsor & Address:** Burrtec Waste, 9890 Cherry Ave. Fontana, CA 92335;

**Property Owner & Address:** Riverside County Department of Waste Resources  
14310 Frederick Street, Moreno Valley, CA 92553


**Project Location:** CVC is located on the Coachella Landfill property in eastern Coachella Valley, east of City of Indio, immediately west of northern limits of City of Coachella, accessed off Interstate 10 at Dillon Road, north to Landfill Road, in an unincorporated area of Riverside County.

**Summary of Project Description:** The Project is the County of Riverside's approval of the Agreement, which was required as part of the adopted mitigation measures for the expansion of CVC in May 2017. Specifically, Mitigation Measure T-5 required that Burrtec pay Local Governments (County, Indio, and Coachella) a pro-rata fair share of the maintenance costs for Dillon Road. As such, Burrtec will pay Local Governments \$1.00 dollar per ton of incoming materials, with the distribution of funds based on each jurisdictions road maintenance responsibility of Dillon Road between Interstate 10 and Landfill Road. The Agreement was signed by the cities of Coachella and Indio on February 5, 2019, and February 11, 2019, respectively.

**This is to advise that the Riverside County Board of Supervisors has approved the above-referenced Project on April 2, 2019 and has made the following determinations regarding that Project:**

1. The Project will not have a significant effect on the environment, because impacts were avoided or previously mitigated through mitigation measures adopted as part of the CVC Solid Waste Facility Permit Revision Project Environmental Impact Report (EIR) (SCH No. 2013081021), which was previously prepared and certified on May 23, 2017, pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).
2. Mitigation measures were not made a condition of the approval of this Project.
3. A mitigation reporting or monitoring plan was not adopted for this Project.
4. A statement of Overriding Considerations was not adopted for this Project.
5. Findings were made pursuant to the provision of CEQA.

**This is to certify that the adopted environmental documents and record of Project approval is available to the general public at:** Riverside County Department of Waste Resources  
14310 Frederick Street, Moreno Valley, CA 92553

**Signature:**  **Title:** Principal Planner **Date:** 4/2/19  
Ryan Ross

**MITIGATION AGREEMENT  
FAIR SHARE PAYMENT**

THIS AGREEMENT is entered into and effective this 2nd day of April, 2019, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources ("County"), the City of Indio, a municipal corporation ("Indio"), the City of Coachella, a municipal corporation ("Coachella") and together with the County and Indio, ("Local Governments") and Burrtec Waste Industries, Inc., a California corporation ("Burrtec").

RECITALS

- A. WHEREAS, pursuant to the terms of that certain Amended and Restated Master Lease between the County and Burrtec, as amended (the "Master Lease"), Burrtec is the operator of a compost facility, commonly known as Coachella Valley Compost (the "Facility") providing an outlet for organic material thereby assisting local jurisdictions with compliance with multiple State and local organic diversion mandates, goals and policies, including but not limited to Assembly Bill (AB) 939 California Integrated Waste Management Act, AB 341 Mandatory Commercial Recycling, and AB 32 Global Warming Solutions Act; and
- B. WHEREAS, as part of the environmental review process for the Facility, an Environmental Impact Report for the Solid Waste Facility Permit Revision for Coachella Valley Compost ("Project"), dated January 2017 (SCH#2013081021) ("EIR") has determined that the Project would result in significant impacts within the meaning of the California Environmental Quality Act (CEQA) to Dillon Road within the jurisdiction of the Local Governments, hereinafter referred to as "Impacts"; and
- C. WHEREAS, the EIR also identified mitigation measures to reduce the Impacts from the Facility, specifically Mitigation Measure T-5 that requires Burrtec pay to the Local Governments a pro rata fair share (equivalent to the Facility's percentage of future vehicle trips on Dillon Road) of the maintenance costs, in order to ensure that Dillon Road is improved and maintained as the Facility and other cumulative projects take access to Dillon Road. Said pro rata share has been determined by the Local Governments to be \$1.00 dollar per ton of incoming materials (consisting of green, wood, food, Palm, manures, and construction and demolition material) received by the Facility pursuant to the Master Lease, hereinafter referred to as "Funds." The distribution of such Funds will be as follows; The City of Coachella 62.5%, City of Indio 18.75% and the County of Riverside 18.75%. The Fund distribution percentages are based on each jurisdictions road maintenance responsibility of Dillon Road between I-10 and Landfill Road; and
- D. WHEREAS, Burrtec now desires to reduce the Facility's impacts to Dillon Road by paying Funds to Local Governments.

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

1. Burrtec agrees to pay to the Local Governments the Funds (as outlined in RECITAL C), on or before the twenty-fifth (25th) of the month following the end of each calendar quarter (due by the 25<sup>th</sup> of April, July, October, January), for so long as the Facility, including any related expansion, is operational. Accompanying each quarterly payment shall be an accounting of the Funds for the quarter. Failure of Burrtec to make any payment within the appropriate time period shall result in interest accruing thereon at the maximum rate permitted under California law, in addition to all other remedies of the Local Governments pursuant to this Agreement including termination. Payment of the Funds is subject to audit, upon written request of the Local Governments, and if necessary, adjustment of Funds in succeeding quarters.
2. The Local Governments hereby acknowledge that Burrtec's entry into this Agreement constitutes Burrtec's good faith effort to satisfy its obligation to the Local Governments as stipulated under Mitigation Measure T-5.
3. The Local Governments agree that the Funds paid by Burrtec pursuant to the terms of this Agreement shall be used solely for the purpose of reducing the Impacts, as may be deemed appropriate solely by the Local Governments. Burrtec, upon written request, may audit the Funds.
4. Upon the expiration of the Master Lease or in the event the Master Lease is no longer in effect, all remaining Funds shall, within a timeframe agreed upon by the parties, be committed, budgeted or allocated for maintenance or improvements to reduce the Impacts.
5. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart.
6. This Agreement may be amended only by mutual written agreement of all parties. Any Memorandum of Understanding or other legal/contractual agreements associated with this Agreement must also obtain mutual written agreement of all parties.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

**COUNTY:**

COUNTY OF RIVERSIDE, ON BEHALF OF DEPARTMENT OF WASTE RESOURCES, a political subdivision of the State of California

Dated: APR 02 2019

By: 

Name: Kevin Jeffries  
Title: Chairman, Board of Supervisors

**BURRTEC:**

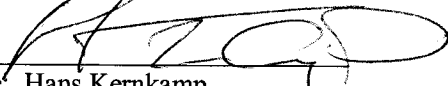
BURRTEC WASTE INDUSTRIES, INC, a California corporation

Dated: 2/13/19

By: 

Name: John Buer  
Title: President

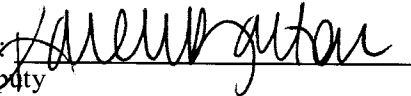
**RECOMMENDED FOR APPROVAL**

By: 

Name: Hans Kernkamp  
Title: General Manager-Chief Engineer

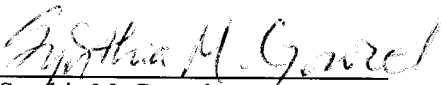
**ATTEST:**

Kecia Harper  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: 

Synthia M. Gunzel  
Chief Deputy County Counsel

**COACHELLA:**

CITY OF COACHELLA,  
a municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

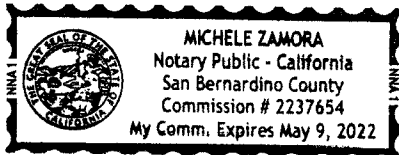
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 SAN BERNARDINO    }

On **February 13, 2019** before me, **Michele Zamora**, Notary Public  
personally appeared Cole Burr

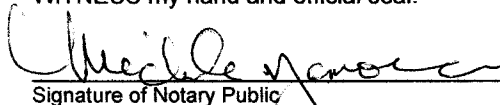
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~~~their~~ signature(s)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



Place Notary Seal Above

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 of Notary Public

## OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

### Description of Attached Document:

Title or Type of Document:

**Mitigation Agreement Fair Share Payment**

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:



MOVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INDIO:**

CITY OF Indio,  
a municipal corporation

Dated: 2/1/19

By: Michael H. Wilson

Name: 

Title: Mayor

**ATTEST:**

City Clerk

By: 

Name: Sabdi Sanchez

Title: City Clerk Administrator

APPROVED AS TO FORM:  
City Attorney

By: 

Name: Roxanne Diaz

Title: City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

**COUNTY:**

COUNTY OF RIVERSIDE, ON BEHALF OF DEPARTMENT OF WASTE RESOURCES, a political subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

Clerk of the Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

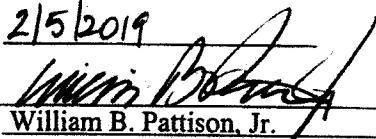
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COACHELLA:**


CITY OF COACHELLA, a municipal corporation

Dated: 2/5/2019

By:   
Name: William B. Pattison, Jr.  
Title: City Manager

**ATTEST:**

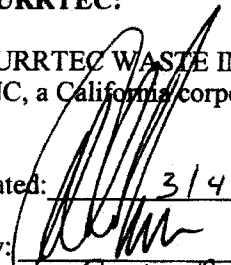
City Clerk

By:   
Name: Andrea J. Carranza  
Title: Deputy City Clerk

**BURRTEC:**

BURRTEC WASTE INDUSTRIES, INC, a California corporation

Dated: 3/4/19

By:   
Name: Cole Burr  
Title: President

APPROVED AS TO FORM:

City Attorney

By:  \_\_\_\_\_

Name: Carlos Campos

Title: City Attorney

**INDIO:**

CITY OF Indio,  
a municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_