

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



**ITEM: 12.1
(ID # 20842)**

MEETING DATE:
Tuesday, April 18, 2023

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Funding Agreement with the City of Moreno Valley for the Badlands Landfill Integrated Project, District 5. [\$5,200,980 Total Cost / \$50,000 Ongoing Cost - Department of Waste Resources Enterprise Funds 100%] (CEQA - Nothing Further Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to California Environmental Quality Act (CEQA), whereas on April 12, 2022, the Board of Supervisors adopted a Mitigated Negative Declaration (MND) and Mitigated Monitoring Program and Conditions of Approval (COA) for the Badlands Landfill Integrated Project (BLIP), based on the findings incorporated in Environmental Assessment (EA) No. 2017-03, concluding that with mitigation, the Project does not cause significant environmental impacts;
2. Approve the Funding Agreement (Agreement) with the City of Moreno Valley (City) for the BLIP;
3. Authorize the Chair of the Board to execute the Agreement on behalf of the County;
4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources (RCDWR), or designee, to execute amendments to the Agreement as needed, subject to the availability of fiscal funding and as approved as to form by County Counsel; and
5. Direct the RCDWR to file the Notice of Determination (NOD) within five (5) working days of approval by the Board.

ACTION:Policy


Hans Keinkamp, General Manager - Chief Engineer 3/6/2023

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 Gutierrez
Nays: None
Absent: None
Date: April 18, 2023
xc: Waste

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	\$ 3,250,980	\$ 50,000	\$ 5,200,980	\$ 50,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department of Waste Resources Enterprise Funds			Budget Adjustment: No	
			For Fiscal Year: 22/23	
			ongoing costs for 40 years	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Badlands Landfill Integrated Project (BLIP), approved by the Board of Supervisors (Board) on April 12, 2022 (M.O. 12.1), provides additional disposal capacity and facilitates enhanced landfill and waste diversion activities. Development of the BLIP will occur over the next approximately 40 years within multiple stages (est. 17 stages). Construction of the first stage of the BLIP (Phase 2 Stage 1- P2S1) is expected to begin in Spring/Summer of 2023.

The Badlands Landfill is located in unincorporated Riverside County at 31125 Ironwood Avenue, adjacent to the City of Moreno Valley (City). Vehicles delivering waste to the landfill, access the site using Theodore Street and Ironwood Avenue, both of which are maintained by the City. During the initial design phase of the BLIP, the Riverside County Department of Waste Resources (RCDWR) coordinated with the City to discuss maintenance of the local haul routes and illegal dumping abatement concerns near the landfill. As a result, a Condition of Approval for the BLIP was adopted by the Board that required the County of Riverside (County) to enter into an agreement with the City addressing road/drainage maintenance, improvements, and illegal dumping monitoring and abatement activities.

County and City responsibilities are outlined in the attached Funding Agreement (Agreement). In short, over the life of the BLIP, the City will continue to perform road repair and maintenance, along with additional illegal dumping abatement/monitoring within areas nearby the landfill, as described in Exhibits B & C of the Agreement. The County will fund the road/drainage maintenance upfront and provide annual funding for illegal dumping abatement, as follows:

- Road/drainage maintenance: one-time payment of \$3,200,980
- Illegal dumping monitoring/abatement: \$50,000 annually

The road/drainage maintenance amount of \$3,200,980 was derived from recent public works construction projects that were managed separately by RCDWR and the City of Moreno Valley. RCDWR collaborated with the City to accurately determine the anticipated street maintenance costs over the lifespan of the BLIP.

The \$50,000 annual amount allocated for illegal dumping mitigation was calculated based on the anticipated frequency of patrol and pickup required to address illegally dumped materials,

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

which staff determined to be at least once a month. This effort will require a crew equivalent to four individuals working a 10-hour day.

The City approved the Agreement on March 21, 2023. RCDWR staff recommends that the Board approve the Agreement and grant the RCDWR General Manager-Chief Engineer authority to execute amendments/addendums to the Agreement, subject to County Counsel approval as to form.

Prev. Agn. Ref.: M.O. 12.1 of 04/12/2022 (Approval of the BLIP)

California Environmental Quality Act (CEQA) Findings

On April 12, 2022, the Board adopted a Mitigated Negative Declaration (MND), Mitigation Monitoring Program (MMP), and Conditions of Approval (COA) for the BLIP based on the analysis and findings contained in Environmental Assessment (EA) No. 2017-03, which concluded that with mitigation, the BLIP would not cause significant environmental impacts. The Project contemplated in this Form 11 merely involves approval of the Agreement between the County and City addressing funding for on-going road maintenance and illegal dumping abatement activities in areas nearby the BLIP site. As determined in the adopted EA/MND, the BLIP would not cause significant environmental impacts, and no further environmental documentation is required for the Project pursuant to the provisions of CEQA (Public Resources Code, § 21000 et seq.).

A Notice of Determination (NOD) will be filed with the County Clerk upon Project approval.

Impact on Residents and Businesses

The Agreement reflects the commitment between the County and City to facilitate the improvement and continued maintenance of Theodore Street and Ironwood Avenue, as well as provide additional resources for illegal dumping abatement near the landfill.

ATTACHMENTS:

ATTACHMENT A: BLIP Funding Agreement

ATTACHMENT B: CEQA NOD



Jason Farin, Principal Management Analyst 4/11/2023

FUNDING AGREEMENT
Badlands Landfill Integrated Project

THIS FUNDING AGREEMENT (“AGREEMENT”) is entered into effective April 12, 2023, (“Effective Date”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Waste Resources (“COUNTY”), and the CITY OF MORENO VALLEY, a municipal corporation (“CITY”); collectively referred to as the “Parties.” The Parties hereby agree as follows:

RECITALS

WHEREAS, the Badlands Landfill (“Landfill”) is located in unincorporated Riverside County at 31125 Ironwood Avenue, generally east of the City of Moreno Valley, California. The Landfill has been in operation since 1966 and is owned by the COUNTY and operated by the Riverside County Department of Waste Resources (“DEPARTMENT”); and,

WHEREAS, on April 12, 2022, the COUNTY adopted Resolution No. 2022-088 approving the next phase of development at the Landfill to provide long-term countywide and regional waste disposal capacity by adding roughly 40 years of additional capacity, as well as developing enhanced organics processing operations and continued Household Hazardous Waste (HHW) and other recycling services (“PROJECT”); and,

WHEREAS, pursuant to Conditions of Approval #3 (“CoA 3”) adopted as part of the PROJECT and depicted in Exhibit A, the DEPARTMENT and CITY will enter into an agreement to provide adequate funding for road maintenance and restoration, drainage/culvert improvements, and to assist the CITY’s illegal dumping efforts (which may include illegal dumping retrieval, education, outreach, and enforcement), for areas within the CITY east of Redlands Boulevard; and,

WHEREAS, DEPARTMENT's financial contribution to CITY for the road/drainage maintenance, improvements, and illegal dumping monitoring activities, as identified in the CoA 3, shall not exceed the amount provided in Section II.A. and Section II.B., below; and,

WHEREAS, DEPARTMENT is only providing financial assistance to CITY and shall have no other role related to the road/drainage maintenance, improvements and illegal dumping monitoring activities, that shall be solely carried out by CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

SECTION I

CITY shall:

A. Conduct pavement rehabilitation and maintenance and drainage/culvert improvements along Theodore Street and Ironwood Avenue, pursuant to specifications, scope of work, and schedule of work, and the removal and replacement of pavement surfaces to extend the service life of the street pavement, as identified in Exhibits A and B, attached hereto and incorporated herein by reference.

1. In the event that disposal operations permanently cease at the Landfill prior to completion of all of the pavement rehabilitation, maintenance, and drainage improvements, CITY shall return remaining funds, as more particularly described in Section II herein, to the DEPARTMENT within ninety (90) days of written request from the DEPARTMENT, less any funds CITY reasonably determines shall be withheld to account for any active CITY PROJECT contracts, including but not limited to public works retention amounts. CITY shall promptly return any

additional remaining funds upon CITY's reasonable determination that said funds are no longer required by CITY.

B. Perform activities related to prevention and/or curing of illegal dumping, pursuant to a scope of work and schedule of work, which may include the retrieval and prevention of illegal dumping materials in a certain areas near the Landfill, as identified in Exhibits A and C, attached hereto and incorporated herein by reference.

1. Submit an invoice for Fifty Thousand Dollars (\$50,000) to COUNTY for work/activities addressed under Section I.B. The first such invoice shall be submitted to COUNTY within thirty (30) days of full execution of this AGREEMENT. Subsequent invoices shall be provided to COUNTY annually, every twelve (12) months starting from the Effective Date of this AGREEMENT.
2. Activities related to illegal dumping, as described in Section I.B., shall continue for a period of thirty-five (35) years, or until such time that the Landfill has exhausted the disposal capacity provided by the PROJECT, whichever is later. However, in the event that disposal operations permanently cease at the Landfill prior to 35 years or exhaustion of the PROJECT's disposal capacity, CITY's obligations under Section I.B. shall terminate at the end of the calendar year for which this event is triggered.

C. Be solely responsible for all necessary activities pertaining to the design, permitting, construction, operation, and maintenance of activities identified in Sections I.A. and I.B.

D. Annually on April 1, upon written request of COUNTY, provide the DEPARTMENT with a report disclosing improvements and activities, along with expenses, associated with work performed under Sections I.A. and I.B. for the prior calendar year. Additionally, the report

shall include planned improvements and activities to be carried out during the current calendar year.

SECTION II

COUNTY shall:

- A. Pay CITY for the road and drainage improvements identified in Section I.A., within ninety (90) calendar days after full execution of this AGREEMENT, a total sum not to exceed Three Million, Two Hundred Thousand, Nine Hundred Eighty Dollars (\$3,200,980.00).
- B. Pay CITY on an annual basis for combatting illegal dumping as identified in Section I.B., within thirty (30) calendar days after receiving the annual invoice, a sum of Fifty Thousand Dollars (\$50,000).

- 1. Annual payments to CITY for illegal dumping efforts, as identified in Section I.B., shall continue for a period of thirty-five (35) years, or until such time that the Landfill has exhausted the disposal capacity provided by the PROJECT, whichever is later. However, in the event that disposal operations permanently cease at the Landfill prior to the annual payment scheduled described above in Section II.B. (1), annual payments shall terminate immediately.

SECTION III

Indemnification:

- 1. CITY shall indemnify, defend and hold harmless, and require CITY's construction contractor(s) to indemnify, defend and hold harmless, the COUNTY (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives;

individually and collectively hereinafter referred to as "Indemnitees"), from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY and CITY's construction contractor(s), CITY's officers, employees, subcontractors, agents or representatives ("Indemnitors") arising out of or in any way relating to this AGREEMENT, caused in whole or in part by any negligent act or omission of CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Indemnitees, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CITY or CITY's construction contractor(s), CITY's officers, employees, subcontractors, agents or representatives ("Indemnitors") from this AGREEMENT. CITY or CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

2. With respect to any action or claim subject to indemnification herein by CITY or CITY's construction contractor(s), CITY or CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim only with prior consent of COUNTY, which shall not be unreasonably withheld. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe CITY's or CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

3. CITY's and CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) has provided to COUNTY the

appropriate form of dismissal relieving COUNTY from any applicable liability for the action or claim involved.

4. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY or CITY's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

5. COUNTY shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to COUNTY's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors), performance of this AGREEMENT.

SECTION IV

It is further mutually agreed:

1. Under the provisions of this AGREEMENT, COUNTY shall bear no responsibility whatsoever for the design, permitting, construction, ownership, operation or maintenance of the activities identified in Section I.A. and Section I.B.

2. This AGREEMENT is to be construed in accordance with the laws of the State of California.

3. Any and all notices sent or required to be sent to the Parties of this AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY
DEPARTMENT OF WASTE RESOURCES

CITY OF MORENO VALLEY
14177 Frederick St.

14310 Frederick St
Moreno Valley, CA 92553
Attn: General Manager-Chief Engineer

Moreno Valley, CA 92553
Attn:
Project Manager

Any notice or communication required hereunder between CITY and COUNTY shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

4. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5. This AGREEMENT is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by COUNTY shall have no import or significance. Any uncertainty or ambiguity in this AGREEMENT shall not be construed against COUNTY because COUNTY prepared this AGREEMENT in its final form.

6. This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this AGREEMENT.

7. No Party shall assign this AGREEMENT without the written consent of the all other Parties. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

8. No alternation or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by both Parties and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

9. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the AGREEMENT, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not Parties to this AGREEMENT.

11. This AGREEMENT is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This AGREEMENT may be changed or modified only upon the written consent of the Parties hereto.

12. This AGREEMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The Parties further agree that the electronic signatures of the Parties included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the

CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on


4/18/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

For By 
Hans W. Kernkamp
General Manager-Chief Engineer


By 
Kevin Jeffries, Chair
Riverside County Board of Supervisors

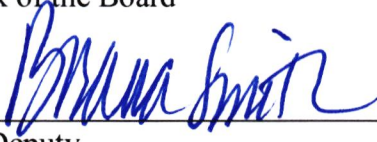
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
COUNTY COUNSEL

KIMBERLY RECTOR
Clerk of the Board

By 
LISA SANCHEZ
Deputy County Counsel

By 
Deputy

(SEAL)

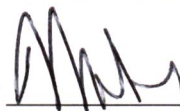
APR 18 2023 12.1

RECOMMENDED FOR APPROVAL:

By  _____

Public Works Director

CITY OF MORENO VALLEY

By  _____


City Manager

APPROVED AS TO FORM:

By  _____

City Attorney

ATTEST:

By  _____

City Clerk

(SEAL)

Exhibit A

CoA 3:

a. Within one year of obtaining the revised Solid Waste Facility Permit for the Project, the RCDWR will enter into an Agreement with the City of Moreno Valley (City) to provide adequate funding for road maintenance, drainage/culvert improvements, and restoration of Theodore Street (between the SR-60 and Ironwood Avenue) and road maintenance along Ironwood Avenue (between Redlands Boulevard and Theodore Street). Work shall occur at regularly scheduled intervals (every 7 years) and include Pavement Rehab, Pavement Maintenance, and Thick Section Pavement Rehab. Funding for the road maintenance and drainage/culvert improvements is estimated at \$3 Million USD, with RCDWR providing full funding to the City within 90 days of commencement of the Agreement.

b. As part of the Agreement required under CoA 3(a), RCDWR shall include annual funding of \$50,000 to assist the City's illegal dumping efforts only for areas within the City east of Redlands Boulevard. The City's illegal dumping efforts may include illegal dumping retrieval, education, outreach, and enforcement.

Exhibit B

Work

Pavement Rehab – Includes cold mill of existing AC pavement up to 1.5 inches in depth, construction of asphalt rubber hot mix (ARHM-GG-C), traffic striping and pavement markers. The Theodore Street rehab will also include removal of existing AC pavement materials necessary for construction of shoulder/drainage swale. It also includes removal of existing berms and replacement with an 8" AC berm. For Theodore Street, it includes a onetime removal and replacement of an existing culvert located underneath Theodore Street, shown in the enclosed Exhibit B map.

Pavement Maintenance – Includes crack routing and sealing, applying Type 2 (II-PMCQS-1h-EAS) slurry seal with 2% latex. Cold mill existing AC pavement (1.5" depth) and construct 1.5" thick asphalt rubber hot mix (ARHM-GG-C) surface course. Removal and replacement of necessary striping and pavement markings.

Thick Section Pavement Rehab – Includes: removal of existing AC pavement, base materials, dirt and construct 4" AC over 6" CMB; Cold mill of existing AC pavement (1.5" depth); Cold-in-place recycling (CIR) of asphalt pavement, 3" thick, including CIR mix design as required; Constructing asphalt rubber hot mix (ARHM-GG-C) surface course; Removing existing AC berm and constructing 8" AC berm; Removal and replacement of necessary striping and pavement markings.

Notification

Prior to any pavement rehab, maintenance or drainage improvements to Ironwood Avenue between Redlands Boulevard and Theodore Street, and to Theodore Street between Highway 60 and Ironwood Avenue, the City of Moreno Valley shall notify the General Manager-Chief Engineer of the Department of Waste Resources in writing at least 60 days prior to the commencement of the work. This will allow the Department adequate time to notify customers of the work and to use an alternate route to the landfill.

Schedule

Improvements and maintenance will occur at 7-year intervals as indicated below and on the attached spreadsheets.

Year 0 – Theodore Street Pavement Rehab including Shoulder/Drainage Swale and Culvert Replacement

Year 7 – Theodore Street Pavement Maintenance & Ironwood Pavement Maintenance

Year 14 – Theodore Street Pavement Maintenance & Ironwood Pavement Rehab




Year 21- Theodore Street Thick Section Pavement Rehab & Ironwood Pavement Maintenance

Year 28- Theodore Street Pavement Maintenance & Ironwood Pavement Rehab

Year 35- Theodore Street Pavement Maintenance & Ironwood Pavement Maintenance



Legend

-  Ironwood Ave. Maintenance & Rehab Section
-  WLC Parkway Maintenance & Rehab Area
-  Culvert to be Replaced



Rehab & Maintenance Areas

Exhibit B

File: eng/sites/Bedlands/22ba/COA/Exhibit B

Drawn by: KJJ	Date: October 25, 2022	Photo Date: NA	Scale: NTS
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**Cost Estimate for
Pavement Rehab and Maintenance for
Theodore Street North of Hwy 60**

Summary

	Year 0*	Year 7	Year 14	Year 21	Year 28	Year 35	TOTAL
	Pavement Rehab	Pavement Maintenance	Pavement Maintenance	Thick Section Pavement Rehab	Pavement Maintenance	Pavement Maintenance	
	\$ 402,762	\$ 165,913	\$ 181,896	\$ 604,247	\$ 213,861	\$ 229,843	\$ 1,798,521

Project total

\$ 1,798,521

Building/Project Life Cycle 35 years

Escalator 1.5% per year

*Culvert Drainage Improvement Costs Added

**Cost Estimate for
Pavement Rehab and Maintenance for
Theodore Street North of Hwy 60**

Pavement Rehab

Item No.	Item Description	Unit	Unit Price	Quantity	Total
1	Project identification sign	EA	\$1,000.00	1	\$1,000
2	Traffic control including changeable message signs	LS	\$15,000.00	1	\$15,000
3	Pollution Prevention Program	LS	\$8,000.00	1	\$8,000
4	Remove existing AC pavement, base materials, dirt and construct 3" AC over 6" CMB shoulder/drainage swale	SF	\$4.50	18600	\$83,700
5	Cold mill existing AC pavement (1.5" depth), including removal and disposal of pavement fabrics	SF	\$0.30	116000	\$34,800
6	Construct asphalt rubber hot mix (ARHM-GG-C) surface course	TON	\$94.50	1088	\$102,816
7	Remove existing AC berm and construct 8" AC berm	LF	\$25.00	800	\$20,000
8	Remove and savage existing traffic sign	EA	\$42.00	3	\$126
9	Furnish and install new traffic sign on new post	EA	\$300.00	3	\$900
10	Double adjust manhole to grade	EA	\$1,000.00	1	\$1,000
11	Double adjust water and gas valve to grade	EA	\$210.00	3	\$630
12	Traffic striping, pavement markings and markers	LS	\$8,000	1	\$8,000
13	Project Completion Sign	EA	\$800.00	1	\$800
14	Culvert Drainage Costs	LS	\$89,375.00	1	\$89,375
				Sub-total	\$366,147
				Contingency + Soft Costs (10%)	\$36,614.7
				TOTAL	\$402,762

**Cost Estimate for
Pavement Rehab and Maintenance for
Theodore Street North of Hwy 60**

Pavement Maintenance

Item No.	Item Description	Unit	Unit Price	Quantity	Total
1	Project identification sign	EA	\$1,000.00	1	\$1,000
2	Traffic control including changeable message signs	LS	\$15,000.00	1	\$15,000
3	Pollution Prevention Program	LS	\$8,000.00	1	\$8,000
4	1.5" thick asphalt rubber hot mix (ARHM-GG-C) surface course	SF	\$3.00	5000	\$15,000
5	Crack routing and sealing, including filling wide cracks and spalls, and remove existing pavement striping, markings and markers	LS	\$15,000.00	1	\$15,000
6	Apply Type 2 (II-PMCQS-1h-EAS) slurry seal with 2% latex	SF	\$0.50	137700	\$68,850
7	Remove and salvage existing traffic sign	EA	\$55.00	2	\$110
8	Furnish and install new traffic sign on new post	EA	\$300.00	2	\$600
9	Traffic striping, pavement markings and markers	LS	\$8,000.00	1	\$8,000
10	Project Completion Sign	EA	\$800.00	1	\$800
				Sub-total	\$132,360
				Contingency + Soft Costs (15%)	\$19,854
				TOTAL	\$152,214

**Cost Estimate for
Pavement Rehab and Maintenance for
Theodore Street North of Hwy 60**

Thick Section Pavement Rehab

Item No.	Item Description	Unit	Unit Price	Quantity	Total
1	Project identification sign	EA	\$1,000.00	1	\$1,000
2	Traffic control including changeable message signs	LS	\$35,000.00	1	\$35,000
3	Pollution Prevention Program	LS	\$12,000.00	1	\$12,000
4	Remove existing AC pavement, base materials, dirt and construct 4" AC over 6" CMB	SF	\$5.25	2500	\$13,125
5	Cold mill existing AC pavement (1.5" depth)	SF	\$0.30	116000	\$34,800
6	Cold-in-place recycle (CIR) asphalt pavement, 3" thick, including CIR mix design as required	SY	\$11.00	11530	\$126,830
7	Emulsified recycling agent	TON	\$700.00	85	\$59,500
8	Construct asphalt rubber hot mix (ARHM-GG-C) surface course	TON	\$100.00	1088	\$108,800
9	Remove existing AC berm and construct 8" AC berm	LF	\$25.00	800	\$20,000
10	Remove and salvage existing traffic sign	EA	\$55.00	3	\$165
11	Furnish and install new traffic sign on new post	EA	\$300.00	3	\$900
12	Double adjust manhole to grade	EA	\$1,000.00	1	\$1,000
13	Double adjust water and gas valve to grade	EA	\$210.00	3	\$630
14	Traffic striping, pavement markings and markers	LS	\$8,000.00	1	\$8,000
15	Project Completion Sign	EA	\$800.00	1	\$800
		Sub-total			\$422,550
		Contingency + Soft Costs (10%)			\$42,255.0
		TOTAL			\$464,805

**Cost Estimate for Pavement Rehab and Maintenance
for *Ironwood Avenue* Between Redlands Boulevard and Theodore Street**

Summary

	Year 0*	Year 7	Year 14	Year 21	Year 28	Year 35	
	Pavement Rehab	Pavement Maintenance	Pavement Maintenance	Thick Section Pavement Rehab	Pavement Maintenance	Pavement Maintenance	TOTAL
	\$ -	\$ 218,485	\$ 239,532	\$ 360,145	\$ 281,625	\$ 302,672	\$ 1,402,459

Project total **\$ 1,402,459**

Building/Project

Life Cycle 35 years

Escalator 1.5% per year

**Cost Estimate for Pavement Rehab and Maintenance
for *Ironwood Avenue* Between Redlands Boulevard and Theodore Street**

Pavement Rehab

Item No.	Item Description	Unit	Unit Price	Quantity	Total
1	Project identification sign	EA	\$1,000.00	1	\$1,000
2	Traffic control including changeable message signs	LS	\$25,000.00	1	\$25,000
3	Pollution Prevention Program	LS	\$12,000.00	1	\$12,000
5	Cold mill existing AC pavement (1.5" depth), including removal and disposal of pavement fabrics	SF	\$0.30	156000	\$46,800
8	Construct asphalt rubber hot mix (ARHM-GG-C) surface course	TON	\$100.00	1462.49955	\$146,250
14	Traffic striping, pavement markings and markers	LS	\$20,000.00	1	\$20,000
15	Project Completion Sign	EA	\$800.00	1	\$800
				Sub-total	\$251,850
				Contingency + Soft Costs (10%)	\$25,185.0
				TOTAL	\$277,035

**Cost Estimate for Pavement Rehab and Maintenance
for *Ironwood Avenue* Between Redlands Boulevard and Theodore Street**

Pavement Maintenance

Item No.	Item Description	Unit	Unit Price	Quantity	Total
1	Project identification sign	EA	\$1,000.00	1	\$1,000
2	Traffic control including changeable message signs	LS	\$25,000.00	1	\$25,000
3	Pollution Prevention Program	LS	\$12,000.00	1	\$12,000
4	Cold mill existing AC pavement (1.5" depth) and construct 1.5" thick asphalt rubber hot mix (ARHM-GG-C) surface course	SF	\$3.00	5,000	\$15,000
5	Crack routing and sealing, including filling wide cracks and spalls, and remove existing pavement striping, markings and markers	LS	\$25,000.00	1	\$25,000
6	Apply Type 2 (II-PMCQS-1h-EAS) slurry seal with 2% latex	SF	\$0.50	151,000	\$75,500
9	Traffic striping, pavement markings and markers	LS	\$20,000.00	1	\$20,000
10	Project Completion Sign	EA	\$800.00	1	\$800
				Sub-total	\$174,300
				Contingency + Soft Costs (15%)	\$26,145
				TOTAL	\$200,445

Exhibit C

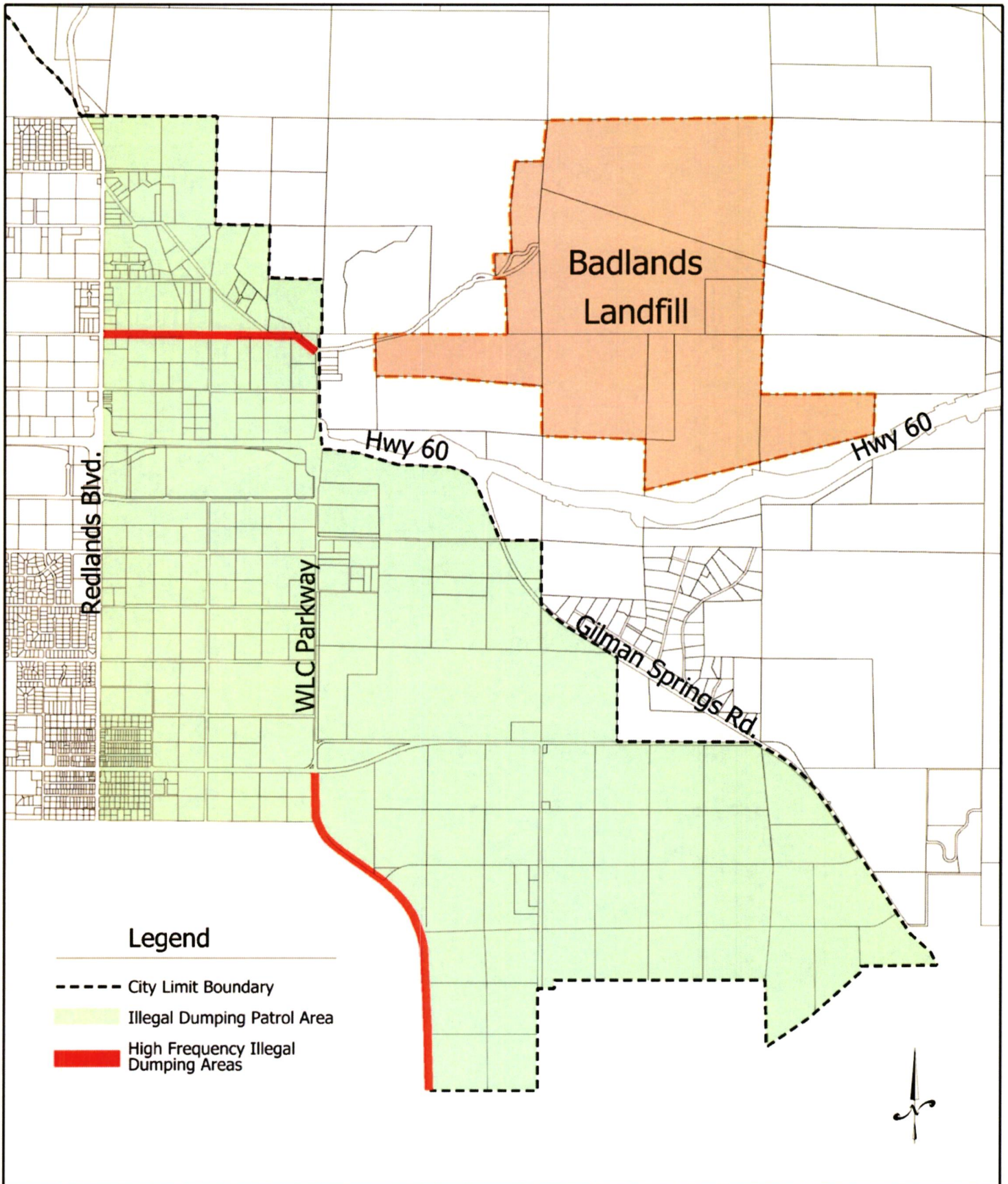
Work

The City's efforts to address illegal dumping, may include removal of illegally dumped material, enforcement of illegal dumping laws and education and outreach activities.




The area to be monitored pertaining to illegal dumping is shown in the attached map as part of Exhibit C. The area is in the Moreno Valley City limits East of Redlands Boulevard. Also shown in the enclosed map are two areas known for illegal dumping and should be subject to enhanced monitoring and clean up.

Schedule

The frequency of patrol and pickup for illegally dumped material shall be at least monthly and shall be at least equivalent to a 4-person crew for a 10-hour day, throughout the 35-year Badlands Landfill Integrated Project.



Legend

-  City Limit Boundary
-  Illegal Dumping Patrol Area
-  High Frequency Illegal Dumping Areas



Illegal Dumping Area

Exhibit C

File: eng/sites/Badlands/22ba/COA/Exhibit C

Drawn by: KJJ

Date: October 25, 2022

Photo Date: NA

Scale: NTS

COUNTY OF RIVERSIDE
DEPARTMENT WASTE RESOURCES
NOTICE OF DETERMINATION

RCDWR Staff
to file

TO:

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

For County Clerk's Use Only:

County Clerk
County of Riverside

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

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

Project Title: Badlands Landfill Integrated Project (BLIP) Funding Agreement (Agreement) between the County of Riverside and the City of Moreno Valley (City)

State Clearinghouse (SCH) No.: 2019049142 Contact: Kinika Hesterly Phone: 951-486-3200

Project Sponsors & Addresses: City: 14177 Frederick Street, Moreno Valley, CA 92553
County: 14310 Frederick Street, Moreno Valley, CA 92553

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

Project Location: The BLIP is located at 31125 Ironwood Avenue near the city of Moreno Valley, in unincorporated Riverside County.


Summary of Project Description: The Project is the approval of the Agreement between the County of Riverside and the City, which was required as part of the conditions of approval for the BLIP approved April 12, 2022. Specifically, Condition of Approval 3 required that the RCDWR provide funding to the City to assist with road maintenance and illegal dumping efforts.

This is to advise that the Riverside County Board of Supervisors has approved the above-referenced Project on April 18, 2023 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 the BLIP Environmental Assessment/Mitigated Negative Declaration No. 2017-03 (SCH No. 2019049142), which was previously approved and adopted on April 12, 2022, 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: 4/18/23
Kinika Hesterly

APR 18 2023 12.1