

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



**ITEM: 3.53
(ID # 28878)**

MEETING DATE:
Tuesday, December 09, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approve and Execute the Agreement for Sale of Mitigation Credits from the Mojave Desert Tortoise Conservation Bank and the County of Riverside for the Avenue 66 Grade Separation Project located in the Community of Mecca. CEQA Finding of Nothing Further is Required; District 4. [\$502,500 Total Cost; 100% Gas Tax/HUTA funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find nothing further is required pursuant to the California Environmental Quality Act (CEQA) because the statutory exemption for the Avenue 66 Grade Separation Project has been completed and a Notice of Exemption previously filed;
2. Approve the Agreement for Sale of Mitigation Credits from the Mojave Desert Tortoise Conservation Bank and the County of Riverside for the Avenue 66 Grade Separation Project, in the amount of \$502,500 for FY 25/26; and
3. Authorize the Director of Transportation to execute the same on behalf of the County.

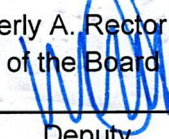
ACTION:Policy


Dennis Acuna, Director of Transportation 11/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: December 9, 2025
xc: Transp.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 502,500	\$ 0	\$ 502,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / HUTA (100%) There are no General Funds used in this Project.			Budget Adjustment: N/A	
			For Fiscal Year: 2025/2026	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, in cooperation with the California Department of Transportation (Caltrans), constructed a new grade separation and roadway crossing the Union Pacific Railroad, State Route 111 (SR-111), and Hammond Road in the Community of Mecca, California. Avenue 66 is a major arterial within this part of Riverside County and serves as a connection between State Route 86, SR-111, and the Community of Mecca.

The County received a Streambed Alteration Agreement No. 1600-2018-0157-R6 from the California Department of Fish & Wildlife (CDFW) for jurisdictional impacts due to the project. Requirements to compensate for project impacts as shown in the Agreement required the acquisition and protection of 6.7 acres of Desert Wash Preservation.

The County will purchase 6.7 acres of Desert Wash Preservation credits from the Mojave Desert Tortoise Conservation Bank to satisfy this commitment. CDFW has approved the purchase of the 6.7 acres of Desert Wash Preservation credits from the Mojave Desert Tortoise Conservation Bank.

The Agreement for Sale of Mitigation Credits provides for the County to pay the amount of \$502,500 for 6.7 acres (\$75,000/acre) of Desert Wash Preservation credits from the Mojave Desert Tortoise Conservation Bank.

County Counsel has approved the agreement as to form.

Project No.: B8-06641, Avenue 66 Grade Separation Mitigation

SUPPLEMENTAL:

Impact on Residents and Businesses

N/A

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

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

ATTACHMENT:

1. Mojave Desert Tortoise Conservation Bank Agreement for Sale of Mitigation Credits

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst 12/2/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 11/18/2025

AGREEMENT FOR SALE OF MITIGATION CREDITS

California Department of Fish and Wildlife Permit No. 1600-2018-0157-R6,

This Mitigation Credit Sales Agreement (“Agreement”) is entered into this _____ day of _____ 2025, by and between Deto, Inc. (Bank Sponsor) and County of Riverside Transportation Department (Applicant) jointly referred to as the “Parties”. The Parties agree as follows:

RECITALS

- A. The Bank Sponsor has developed the Mojave Desert Tortoise Conservation Bank located in San Bernardino County, California; and
 - B. The Bank Sponsor was approved by the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) jointly referred to as "Resource Agencies" on 4/28/2020 and is currently in good standing with these Resource Agencies; and
 - C. The Bank Sponsor has received approval from the Resource Agencies to offer 6.7 acres of Desert Wash Preservation Credits for sale as compensation for 1.02 acres of temporary impacts and the loss of 1.88 acres of permanently impacted streambed areas (conservation ratio 3:1 for permanent impacts); and Applicant seeks to compensate for the loss of Streambed Habitat and the plants and species associated with it, by purchasing Credits from Bank; and
 - D. Applicant has implemented the project known as: Avenue 66 Grade Separation Project; and
 - E. The Applicant has implemented said project, which adversely affected streambed/wetland areas and associated fish and wildlife resource (s) and seeks to compensate for the loss of said habitat by purchasing Credits from Bank Sponsor; and
 - F. Applicant has been authorized by the Agencies to purchase 6.7 acres from the Bank Sponsor of Desert Wash Preservation Credits. Bank Sponsor confirms the availability of these credits; and
 - G. Applicant desires to purchase from the Bank Sponsors and Bank Sponsors desire to sell to the Applicant 6.7 acres of Desert Wash Preservation Credits from Bank Site Number 8.
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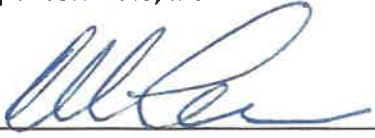
AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Applicant and Applicant hereby purchases from Bank Sponsor 6.7 acres of Desert Wash Preservation Credits for the purchase price of \$502,500.00. The Bank Sponsor will then deliver to Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said Credits shall be paid by check according to written instructions by Bank Sponsor to Applicant.
 2. The sale and transfer herein is not intended as a sale or transfer to Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
 3. Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank Sponsor. Pursuant to the Conservation Bank Enabling Instrument and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Applicant. Bank Sponsor agrees to assume responsibility for satisfying any and all compensatory mitigation requirements of the Agencies for which Credits were transferred to Applicant pursuant to this agreement.
 4. The Credits sold and transferred to Applicant shall be non-transferable and non-assignable and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.
 5. Applicant must exercise its right to purchase the Credits within 60 days of the date of this Agreement. After the 60-day period this Agreement will be considered null and void.
 6. Upon purchase of the Credits specified in paragraph D above, the Bank Sponsor shall submit to the Parties listed in the Notices section of the Conservation Bank Enabling Instrument, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and updated ledger. The updated Credit Transfer Ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; Corps File Number (if applicable), vi) CDFG Permit or CEQA Clearinghouse Number (if applicable); Total Number of Credits Released; vii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The Credit Transfer Ledger should include all sales data from Bank Establishment Date to the present.
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Bank Sponsor: Deto, Inc.

By:  Date: 9/8/25
Richard Lyons, President

Project Applicant: County of Riverside Transportation Department

Signed By: _____ Date: _____

Deto, Inc.
Dba the Mojave Desert Tortoise Conservation Bank
1041 S. Rutland Rd.
Mt. Juliet, TN 37122
310-795-5616
mojavedetobank.com

Project Applicant Contact Information:
Jan Bulinski, Environmental Project Manager
County of Riverside Transportation Dept.
3525 14th Street
Riverside, CA 95201
Email: JBulinski@RIVCO.org
Office: 951-955-6859

FORM APPROVED COUNTY COUNSEL
BY:  11-16-25
AARON C. GETTIS DATE

Exhibit "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project: Avenue 66 Grade Separation Project

Project Location: The project is located at the Lincoln Street Drain tributary to the Whitewater River (Coachella Valley Stormwater Channel) at the intersection of Avenue 66 with Highway 111 in the unincorporated community of Mecca in the County of Riverside, State of California. The project is specifically located within Sections 7, 8, 17, and 18; Township 7 South, Range 9 East, United States Geological Survey (USGS) map Mecca, San Bernardino Meridian, and encompass the following Assessor's Parcel Number (APN): 727-250-016, 727-250-015, 727-250-005, 727-250-007, 727-271-011, 727-271-019, 727-272-032, 727-272-033, 727-250-006, and 727-250-011.

Permitting Agency File/Tracking Number: California Department of Fish and Wildlife - Streambed Alteration Agreement 1600-2018-0157-R6

Project Description: The project is limited to the construction of a new grade separation to cross the Union Pacific Railroad and State Route 111 (State Route 111 along a realigned Avenue 66 (Latitude 33.56921°N, Longitude 116.07903° W). The project includes the installation of a new triple box culvert on the Lincoln Street agricultural drain.

Exhibit "B"**BILL OF SALE**

Permitting Agency and File:

In consideration of the payment of FIVE HUNDRED TWO THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$502,500.00), for the purchase price, receipt of which is hereby acknowledged, Deto, Inc, a Washington State Corporation ("Bank Sponsor") does hereby bargain, sell and transfer to County of Riverside of Transportation Department (the "Project Applicant" or "Buyer"), Desert Wash Preservation Credits from The Mojave Desert Tortoise Conservation Bank in San Bernardino County, California, developed and approved under the authority of the United States Fish and Wildlife Agency and California Department of Fish and Wildlife associated with the Project described in Attachment 1.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agree with the Buyer to warrant and defend the sale of the Credits hereinbefore described against all and every person and person whomsoever lawfully claiming or to claim the same.

DATED:

Deto, Inc, a Washington State Corporation

By: _____