

damage from an earthquake. Any development within 1/8 mile of an Alquist-Priolo Fault Zone is required to conduct a site-specific geotechnical report. Compliance with the UBC, State, County, and City regulations related to seismic hazards would reduce overall cumulative impacts of earthquakes to less than significant. (*Id.*)

Two active faults traverse the Project site. Therefore, local commuters may be exposed to seismic ground shaking if it occurs during the short period of time that they drive on the proposed roadway alignment. (*Id.*) The proposed alignment would be designed and constructed to withstand seismic ground shaking. The proposed alignment will be designed to minimize seismic impacts. Compliance with the UBC, State, County, and City regulations related to seismic hazards would reduce impacts to less than significant in this regard. (*Id.*) However, development of the proposed alignment would result in significant unavoidable impacts related to fault rupture. Therefore, the proposed Project would result in an incremental increase to cumulative impacts with regards to fault rupture. (*Id.*)

Areas of the City are subject to subsidence, landslides, and liquefaction. (Draft EIR, p. 5.10-26.) Prior to development, projects would be required to conduct a site-specific geotechnical study to determine the potential for unstable geologic units and soils. (*Id.*) Additionally, development projects would be required to comply with the UBC, State, County and City regulations. (*Id.*) Upon compliance with these regulations, and any site-specific mitigation measures, overall cumulative impacts would be less than significant. (*Id.*)

The Geotechnical Study for the proposed Project concluded that the liquefaction potential of unconsolidated alluvial deposits shall be defined during final design, no existing landslides have been mapped along the alignment of the Project site, and there are no known ongoing or planned large-scale extractions that would cause subsidence in the Project area. (*Id.*) However, the Project shall conform with applicable City criteria, adhere to standard engineering practices, and incorporate standard practices of the UBC during the design phase and construction. (*Id.*) Additionally, the Geotechnical Study recommended mitigation measures to minimize impacts. Therefore, the project would not contribute to cumulative impacts. (*Id.*)

## **SECTION 6: RESOLUTION REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES.**

If the proposed Foothill Parkway Westerly Extension is approved and constructed, a variety of short term and long term impacts would occur on a local level. During the duration of construction, a portion of the land uses surrounding the Project site would experience short-term impacts related to aesthetic, fugitive dust, and construction noise. Short term erosion may also occur during grading. There may also be an increase in vehicle emissions caused by grading, construction activities, and worker vehicles. However, these disruptions would be temporary in nature, and may be mitigated to a large degree through mitigation cited in Section 5.1 through 5.10 of this Environmental Impact Report (EIR) and all applicable standards for construction activities as cited in the City of Corona Municipal Code (refer to Section 5.0, DESCRIPTION OF ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES). Short-

term construction emissions, short-term construction aesthetic, and long-term aesthetic impacts would be significant and unavoidable.

Construction of the proposed alignment would create long term environmental consequences such as altering natural landscape with construction materials such as concrete and asphalt associated with roadway construction. The long term effects of the proposed alignment and subsequent development may impact the physical, aesthetic, and human environments. Long-term physical consequences associated with the development of the proposed Project include:

- Introduction of traffic into the Project area;
- Additional noise created by traffic traveling on the Project;
- Increased energy and natural resource consumption;
- Alterations of views from existing conditions; and
- Addition of light and glare impacts to surrounding land uses.

Furthermore, approval of the proposed Foothill Parkway Westerly Extension would cause irreversible environmental changes. Implementation of the proposed alignment would result in the following changes:

- Permanent commitment of vacant land, which would be physically altered to construct a four-lane roadway extension of Foothill Parkway.
- Soil erosion associated with grading and construction activities.
- Increased use for public services and utilities during and after construction including lighting and periodic maintenance. This would result in temporary and permanent use of these resources.
- Utilization of various new raw materials, such as lumber, sand, and gravel for construction. The energy consumed in construction and maintenance of the roadway may be considered a permanent investment.
- Vehicular activity along the roadway extension, resulting in associated increases in noise levels.

#### **SECTION 7: RESOLUTION REGARDING GROWTH-INDUCING IMPACTS.**

Pursuant to CEQA, Section 15126(g), the following discussion identifies ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. According to CEQA, growth-inducing impacts should be assessed in terms of whether a project influences the rate, location, and the amount of growth. Projects which remove obstacles to population growth, or allow or encourage growth that would not otherwise have occurred if the project were not built, would be growth inducing. Potential growth-inducing impacts are also assessed based on a project's consistency with adopted plans that have addressed growth management from a local and regional standpoint.

When considering growth-inducing impacts, it is also important to consider the context

and historical trends of the area. There are many factors that can affect the amount, location, and rate of growth in the City of Corona and the region in general. These include market demand for housing, employment, and commercial services; the acknowledged desirability of climate and living/working environment and commercial economy; availability of other services/infrastructure; and land use and growth management policies of the local jurisdictions.

Growth inducement can take several forms. A project can remove barriers and constraints or provide new or improved access, thus encouraging growth in the area that has been already planned or approved through the general planning process. This planned growth is reflected in land use plans, approved with the underlying assumption that adequate transportation facilities would be constructed. This type of growth inducement is referred to as accommodating or facilitating growth. In addition, a project can remove barriers, provide new access or otherwise encourage growth that is not assumed as planned growth in the general plans or growth projections. This could include areas that are currently designated for open space, agricultural uses or other similar non-urban land uses, which, because of the improved access provided by the project, would experience pressure to develop into urban uses or to develop at a higher level of intensity that originally anticipated.

Traditionally, significant growth is induced in one of three ways. In the first instance, a new project is located in an isolated area and, when developed, it brings sufficient urban infrastructure to cause new or additional development pressure on the intervening and surrounding land. This type of induced growth leads to conversion of adjacent acreage to higher intensity uses, either unexpectedly or through accelerated development. This conversion occurs because the adjacent land becomes more suitable for development and, hence, more valuable because of the availability of the new infrastructure. This type of growth inducement is typically termed "leap frog" or "premature" development because it creates an island of higher intensity developed land within a larger area of lower intensity land use.

The proposed alignment will not cause or contribute to "leap frog" or "premature" development because existing and entitled future land uses adjacent to the Project site are presently served by the existing circulation network and the existing easterly extension of Foothill Parkway without the introduction of the proposed westerly extension. The purpose of the proposed alignment is to enhance the efficiency of the local circulation network. Because the proposed alignment does not extend service to new uses or areas that cannot be served by the existing transportation system, the Project itself does not have the potential to cause or contribute to the accelerated development within the Project area. Thus, implementation of the proposed alignment cannot cause or contribute to leap frog or premature growth.

A second type of growth inducement is caused when a project of large size, relative to the surrounding community or area, is developed within a community and impacts the surrounding community by producing a "multiplier effect," which results in substantial indirect community growth, not necessarily adjacent to the project site or of the same type of use as the project itself. This type of stimulus to community growth is typified by the development of major destination recreation facilities, such as Disney World near Orlando, Florida, or around a military base, such

as the Marine Corps Air Ground Combat Center near Twentynine Palms. The proposed alignment is not a new development that has a potential to cause growth through a "multiplier effect." The proposed roadway does not have the potential to induce population growth or growth in the economy itself. Development within the Project area will be consistent with growth decisions already made by the City and County which govern land use decisions. No new "large" projects are known to be proposed or contingent on the implementation of the proposed alignment, and potential for this type of multiplier growth inducement cannot be caused by implementing the proposed alignment.\

A third and more subtle type of growth inducement occurs when land use plans are established that create a potential for growth because the available land and permitted land uses may result in the attraction of new development. This type of growth inducement is often attributed to projects designed to provide new infrastructure necessary to meet the land use objectives, or community vision, contained in the governing land use agencies' general plans. In this case, the proposed alignment will install new transportation infrastructure, but it will be an enhancement of existing transportation systems that is not forecast to attract new development.

The question still remains as to whether the proposed alignment accommodates existing residential and commercial demand and the related environmental impacts caused by the increased population that can utilize the Project's new capacity in the future. The answer to this question can be found in the land use planning process which now determines the future vision of the City of Corona to which the proposed alignment is a key transportation component. The ultimate vision of the area is established by the plans of the regional planning agencies, which include the Riverside County Comprehensive General Plan (RCCGP) and Southern California Association of Governments, in conjunction with the City of Corona General Plan. These plans assume that the transportation infrastructure required to support the region's population will be in place as growth occurs in the future. The net effect of the City's General Plan combined with other regional plans is to create a set of expectations regarding future land use, commercial demand, and growth that may or may not occur depending upon the actual carrying capacity of the various utility system resources required to meet future growth.

Recent growth in population and intensified land uses both within the City and County has put increasing pressures on the City's arterial street system. Development demands in Corona will continue to put pressure on the existing transportation network, resulting in deterioration of the local circulation system, decreased public safety, and further exacerbation of vehicular generated emissions. The purpose of the proposed alignment is to implement a critical component of the Circulation Element of the City's General Plan. This component of the City's General Plan has been developed to provide for the existing and future travel needs for the residents of the City of Corona and ensure that there is a balance between land use and circulation. The proposed westerly extension of Foothill Parkway is consistent with the Circulation Element of the City's General Plan, as well as the RCCGP. Development of the proposed Foothill Parkway Extension is an important component of this planned circulation network and would serve to complete a critical transportation link in south Corona envisioned in the City's General Plan Circulation Element. The roadway extension would alleviate existing



traffic congestion on the local circulation network and accommodate traffic generated by approved and planned development in south Corona. The proposed alignment is deemed to accommodate a level of future growth that is consistent with adopted City of Corona General Plan land use designations; therefore, the proposed alignment will not modify this level of future growth.

Under this circumstance, the evaluation (above) of the third type of growth inducement concluded that the proposed alignment would not significantly or adversely induce growth; rather, the proposed alignment is growth accommodating. The proposed alignment would not provide improvements greater than contained in both regional planning documents and local growth forecasts. Additionally, the proposed alignment does not include infrastructure designed to support more intensive uses of land than is provided for within the City of Corona General Plan. Therefore, the proposed alignment is not anticipated to cause significant or adverse growth inducing impacts.

#### **SECTION 8: RESOLUTION REGARDING ALTERNATIVES.**

The Stone Bridge Avoidance Alternative is considered to be the “environmentally superior alternative” because it reduces one of the significant impacts of the Project (the removal of a historical resource) to less than significant levels. This alternative, however, does not achieve Objective 3 of the Project to the same extent as the Project, and is also considered to be infeasible due to the refusal of the County Flood Control District to allow such a reconfiguration of the flood control basin that would avoid the identified arroyo stone foot bridge.

The City’s objectives for the Project are to:

- (1) Minimize congestion on the local circulation network and provide a continuous connection from Lincoln Avenue to Green River Road;
- (2) Accommodate planned circulation needs by providing the extension of Foothill Parkway consistent with the City of Corona Circulation Element;
- (3) Provide a roadway design that is sensitive to the environmental resources in the study area and minimizes, to the extent feasible, impacts to sensitive plant and wildlife species, while providing adequate geometric design to minimize safety hazards and maximize operational efficiency;
- (4) Develop a roadway design that is compatible with the provisions of the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP);
- (5) Improve air quality in the South Coast Air Basin by providing system improvements that would reduce traffic congestion, and thereby the amount of pollutants generated;
- (6) Avoid impacts to the Cleveland National Forest; and
- (7) Implement circulation improvements in south Corona that will provide enhanced public services access (i.e., emergency response) to existing and planned uses in the area.

## **A. NO PROJECT ALTERNATIVE**

**Description:** The No Project Alternative would not result in the construction of the proposed westerly extension of Foothill Parkway. Future traffic volumes would be accommodated by existing or other planned roadways in the City. The No Project Alternative would produce no direct environmental impacts within the Project area or surrounding areas. However, the No Project Alternative may exacerbate existing deficiencies experienced along Ontario Avenue. (Draft EIR, p. 7-11.)

**Impacts:** Relative to the proposed Project, the No Project Alternative results in reduced impacts to land use compatibility and access; aesthetics, light, and glare; public health and safety; air quality; noise; biological resources; cultural resources; hydrology and water quality; and geologic and seismic hazards. However, these impacts can be mitigated to a level of less than significant for the proposed alignment, with the exception of aesthetic, light, and glare; short-term air quality impacts; short-term noise; cultural resources; and geologic and seismic hazards. The No Project Alternative would result in greater impacts to consistency with relevant planning and traffic and circulation. (Draft EIR, p. 7-18.)

**Objectives:** The No Project Alternative does not meet most of the Project objectives. The No Project Alternative does attain Objective 6 at the same level as the proposed Project, because there will be no impact to the Cleveland National Forest. The No Project Alternative would not attain Objectives 1, 2, 3, 4, 5, and 7, which would minimize congestion on local circulation networks, accommodate planned circulation, provide a roadway design, and provide enhanced public services access. (Draft EIR, p. 7-19.)

**Finding:** The City Council finds that although the No Project Alternative is environmentally superior to the Project, it is infeasible because it fails to meet almost all of the Project objectives. On this basis, the City Council rejects the No Project Alternative.

## **B. NO BORDER AVENUE OR CHASE DRIVE/MANGULAR AVENUE CONNECTION ALTERNATIVE**

**Description.** The "No Border Avenue or Chase Drive/Mangular Avenue Connection" Alternative would construct the westerly extension of Foothill Parkway; however, the proposed roadway would not connect to Border Avenue or Chase Drive/Mangular Avenue. (Draft EIR, p. 7-19.)

**Impacts.** The No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative would result in lesser impacts related to aesthetics, light, and glare; short-term air quality; and biological resources than the proposed Project. The No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative would result in relatively the same impacts related to land use compatibility and access; consistency with relevant planning; public health and safety; traffic and circulation; noise; cultural resources; hydrology and water quality; and geologic and seismic hazards as the proposed Project. The No Border Avenue or Chase

Drive/Mangular Avenue Connection Alternative results in greater impacts related to long-term air quality than the proposed Project. However, as with the proposed Project, impacts can be mitigated to a level of less than significant under the No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative, with the exception of aesthetic; short-term air quality; short-term noise; cultural resource; and geologic and seismic hazards impacts. (Draft EIR, p. 7-50.)

**Objectives.** The No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative would attain Objectives 1, 3, 5, and 7 at a lesser level than the proposed Project. The No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative would attain Objectives 2, 4, and 6 at the same level as the proposed Project. (Draft EIR, p. 7-50.)

**Finding.** The City Council finds that the No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative would fail to meet the Project objectives to the same degree as the Project and would fail to avoid the significant and unavoidable impacts of the Project. (Draft EIR, p. 7-50.) The City Council therefore rejects the No Border Avenue or Chase Drive/Mangular Avenue Connection Alternative on these bases, each of which is sufficient on its own to substantiate the action of the City Council..

### **C. WITH CHASE DRIVE/MANGULAR AVENUE CONNECTION ALTERNATIVE**

**Description.** The "With Chase Drive/Mangular Avenue Connection" Alternative would result in the construction of the Foothill Parkway Westerly Extension along the same alignment as described for the proposed Project and only the proposed roadway connection to Chase Drive/Mangular Avenue would be constructed. The proposed connection to Border Avenue would not be constructed. (Draft EIR, p. 7-50.)

The existing Chase Drive would be extended westerly approximately 650 feet from Mangular Avenue as a two lane undivided collector and form a "T" intersection with Foothill Parkway. The proposed typical section includes a 12-foot traffic lane and 6-foot wide Class III Bike Lane in each direction, with 7-foot parkways and 5-foot sidewalks, for a total R/W width of 60 feet. A 100-foot inscribed diameter roundabout would be provided at the intersection of Mangular Avenue and Chase Drive as a means to reduce speeds at the intersection. The roundabout would be designed to accommodate existing access to adjacent properties. A traffic signal would be placed at the intersection of Chase Drive and Foothill Parkway. (Draft EIR, pp. 7-50 to 7-51.)

As part of the Chase Drive connection to Foothill Parkway, a portion of Mangular Avenue would be widened and improved to match existing Mangular Avenue to the north. The roadway section would be widened from approximately 31 feet to 44 feet, with one 10-foot traffic lane, a 5-foot Class II Bike Lane, and a 7-foot parking lane in each direction. A curb-adjacent 5-foot sidewalk and 3-foot parkway would be added on the east side of the street. These improvements would not require additional R/W, however they may require a construction

easement. Overhead power lines located behind the existing easterly asphalt dike would be relocated behind the new easterly curb. Other utility relocations may also be required. (Draft EIR, p. 7-50.)

Impacts. The With Chase Drive/Mangular Avenue Connection Alternative would result in lesser impacts related to aesthetics, light, and glare; short-term air quality; and biological resources than the proposed Project. The With Chase Drive/Mangular Avenue Connection Alternative would result in relatively the same impact related to land use compatibility and access; consistency with relevant planning; public health and safety; traffic and circulation; noise; cultural resources; hydrology and water quality; and geologic and seismic hazards as the proposed Project. The With Chase Drive/Mangular Avenue Connection Alternative would result in greater impacts related to long-term air quality than the proposed Project. However, as with the proposed Project, impacts can be mitigated to a level of less than significant under the With Chase Drive/Mangular Avenue Connection Alternative, with the exception of aesthetics; short-term air quality; short-term noise; cultural resource impacts; and geologic and seismic impacts. (Draft EIR, p. 7-80.)

Objectives. The With Chase Drive/Mangular Avenue Connection Alternative would attain Objectives 1, 3, 5, and 7 at a lesser level than the proposed Project. The With Chase Drive/Mangular Avenue Connection Alternative would attain Objectives 2, 4, and 6 at the same level as the proposed Project. (Draft EIR, p. 7-80.)

Finding. The City Council finds that the With Chase Drive/Mangular Avenue Connection Alternative would fail to meet the Project objectives to the same degree as the Project and would fail to avoid the significant and unavoidable impacts of the Project. (Draft EIR, pp. 7-80 to 7-81.) The City Council therefore rejects the With Chase Drive/Mangular Avenue Connection Alternative on these bases, each of which is sufficient on its own to substantiate the action of the City Council.

#### **D. WITH BORDER AVENUE CONNECTION ALTERNATIVE**

Description. The "With Border Avenue Connection" Alternative would result in the construction of the Foothill Parkway westerly extension along the same alignment as described for the proposed Project and only the proposed roadway connection to Border Avenue would be constructed; however, the proposed connection to Chase Drive/Mangular Avenue would not be constructed. (Draft EIR, p. 7-81.)

The Project proposes to extend Border Avenue approximately 200 feet south from its existing terminus and connect to Foothill Parkway, approximately 400 feet east of the Mabey Canyon Debris Basin. The proposed Foothill Parkway profile at that location is higher than the existing Border terminus. Therefore, approximately 200 feet of the existing south end of Border Avenue would be reconstructed to accommodate the elevated profile. The proposed typical section includes a 12-foot wide traffic lane and 10-foot wide Class III Bike Lane in each direction, a 7-foot parkway and 5-foot sidewalk on the west side of the street, and an 8-foot

parkway on the east side, for a total right of way width of 64 feet. A traffic signal would be placed at the intersection of Border Avenue and Foothill Parkway as part of the connection. (Draft EIR, p. 7-81.)

Impacts. The With Border Avenue Connection Alternative would result in lesser impacts related to aesthetics, light, and glare; short-term air quality; and biological resources than the proposed Project. The With Border Avenue Connection Alternative would result in relatively the same impacts related to land use compatibility and access; consistency with relevant planning; public health and safety; traffic and circulation; noise; cultural resources; hydrology and water quality; and geologic and seismic hazards as the proposed Project. The With Border Avenue Connection Alternative results in greater impacts related to long-term air quality than the proposed Project. However, as with the proposed Project, impacts can be mitigated to a level of less than significant under the With Border Avenue Connection Alternative, with the exception of aesthetic; short-term air quality; noise; cultural resource; and geologic and seismic hazards impacts. (Draft EIR, p. 7-110.)

Objectives. The With Border Avenue Connection Alternative would attain Objectives 1, 3, 5, and 7 at a lesser level than the proposed Project. The With Border Avenue Connection Alternative would attain Objectives 2, 4, and 6 at the same level as the proposed Project. (Draft EIR, p. 110.)

Finding. The City Council finds that the With Border Avenue Connection Alternative would fail to meet the Project objectives to the same degree as the Project and would fail to avoid the significant and unavoidable impacts of the Project. (Draft EIR, p. 110.) The City Council therefore rejects the With Border Avenue Connection Alternative on these bases, each of which is sufficient on its own to substantiate the action of the City Council.

#### **E. REDUCED WIDTH ALTERNATIVE**

Description. The "Reduced Width" Alternative would result in the construction of the Foothill Parkway Westerly Extension as a two-lane roadway along the same alignment as described for the proposed Project. With one lane of travel in each direction, rather than two, this would allow for a reduced roadway width relative to the proposed Project. The proposed roadway connections at Border Avenue and Chase Drive would be constructed, as with the proposed Project. (Draft EIR, p. 7-110.)

The horizontal and vertical alignments for the Reduced Width Alternative would be the same as for the proposed Project; therefore, the roadway grades for the Reduced Width Alternative would vary from 1.8 percent to 9 percent. Roadway width from hinge to hinge would vary in width from 83 feet to 94 feet in width, with an actual roadway width ranging from 50 to 54 feet. Similar to the proposed Project, the reduced width is through Wardlow Wash. This would be accomplished by the use of a 10-foot wide median. A 14-ft wide median is proposed for the remainder of the extension, from Border Avenue to the existing Foothill Parkway. For the Reduced Width Alternative, two travel lanes with one in each direction, would be provided, with

7-foot wide parkways, a 5-foot wide sidewalk on the north side of the roadway, and a 10- to 14-foot wide multipurpose trail on the south side. Travel lane widths would be 12 feet, with an 8-foot wide Class II Bike Lane. Striping would be modified through the superelevated 700-foot-radius curve to accommodate street runoff that will drain toward the median. In this specific location, the travel lane would be 13 feet wide, and the Class II Bike Lane would be 7 feet wide. The overall roadway width would not change. As Foothill Parkway passes over the Mabey Canyon Debris Basin dam, the sidewalk and roadside multi-purpose trail would be located behind the curb, eliminating the 7-foot wide parkway. The trail width would be reduced to 5 feet, and a maintenance access road would be placed adjacent to the south for access to the Mabey Canyon Debris Basin. (Draft EIR, p. 7-111.)

Impacts. The Reduced Width Alternative results in reduced impacts related to aesthetics, light, and glare; short-term air quality; and biological resources. The Reduced Width Alternative would result in relatively the same impact related to land use compatibility and access; public health and safety; noise; cultural resources; hydrology and water quality; and geologic and seismic hazards as the proposed Project. The Reduced Width Alternative would result in a greater impact related to consistency with relevant planning; traffic and circulation; and long-term air quality than the proposed Project. However, as with the proposed Project, impacts can be mitigated to a level of less than significant under the Reduced Width Alternative, with the exception of aesthetic; traffic and circulation; short-term air quality; noise; cultural resource; and geologic and seismic hazards impacts. (Draft EIR, p. 7-131.)

Objectives. The Reduced Width Alternative would attain Objectives 1, 3, 5, and 7 at a lesser level than the proposed Project. The Reduced Width Alternative would attain Objectives 4 and 6 at the same level as the proposed Project. The Reduced Width Alternative would not attain Objective 2. (Draft EIR, p. 7-131.)

The Reduced Width Alternative was rejected because it failed to meet the Project objectives to the same degree as the proposed Project. Additionally, this Alternative was rejected because it failed to avoid significant and unavoidable impacts. The Reduced Width Alternative would result in the same significant and unavoidable impacts as the proposed Project.

Finding. The City Council finds that the Reduced Width Connection Alternative would fail to meet the Project objectives to the same degree as the Project and would fail to avoid the significant and unavoidable impacts of the Project. (Draft EIR, p. 131.) The City Council therefore rejects the Reduced Width Alternative on these bases, each of which is sufficient on its own to substantiate the action of the City Council.

## **F. STONE BRIDGE AVOIDANCE ALTERNATIVE**

Description. The "Stone Bridge Avoidance" Alternative would result in the construction of the Foothill Parkway Westerly Extension along the same alignment as described for the proposed Project, including the proposed roadway connections to Border Avenue and Chase Drive/Mangular Avenue. (Draft EIR, p. 7-131.)

The Project proposes a modified Mabey Canyon Debris Basin, which includes an open spillway structure (triple-box culvert), rather than a drop inlet structure. Also, instead of lowering the basin floor, the basin limits would be extended upstream to accommodate the original storage volume. This design was submitted to the Riverside County Flood Control and Water Conservation District (RCFC&WCD, or "Flood Control") in the Mabey Canyon Hydrology and Hydraulics Study prepared by RBF, dated October 2007, and was approved by Flood Control in April 2008. This "Stone Bridge Avoidance" Alternative revisits the grading concept currently proposed for the Project. In this Alternative, the basin floor would be lowered in order to maintain the existing basin perimeter and fully avoid the existing historic arroyo stone footbridge. This Alternative, as in the proposed Project, maintains the previously-approved open spillway concept. (Draft EIR, pp. 7-131 to 7-132.)

Impacts. Most of the short-term and long-term impacts of the Stone Bridge Avoidance Alternative would be similar to those of the Project. (Draft EIR, p. 7-132.) The Stone Bridge Avoidance Alternative would reduce the already less than significant impact of the Project on habitat and vegetation due to the fact that less acreage of vegetation would be disturbed by the Alternative. (Draft EIR, pp. 7-132 to 7-133.) The significant and unavoidable impact of the Project related to the removal of the historic arroyo stone foot bridge would be completely avoided by this Alternative. (Draft EIR, p. 7-135.) However, this Alternative would result in a significant and unavoidable impact due to the risk of dam failure. (Draft EIR, pp. 7-135 to 7-136.)

Objectives. The "Stone Bridge Avoidance" Alternative would attain Project objective 3 at a lesser degree than the proposed Project. (Draft EIR, p. 7-135.)

Finding. The City Council finds that (1) the Stone Bridge Avoidance Alternative would not offer an overall environmental advantage over the proposed Project, as avoidance of the Project's significant and unavoidable impact to cultural resources is offset by a new significant and unavoidable impact related to dam failure (Draft EIR, pp. 7-134 to 7-135); (2) this Alternative would not attain Project objective 3 to the same degree than the proposed Project (Draft EIR, p. 7-135); and (3) this Alternative is infeasible due to social, legal, and policy reasons, as the Riverside County Flood Control & Water Conservation District has indicated they would not approve the debris basin modifications associated with this Alternative because of potential safety impacts to upstream and downstream residents (Draft EIR pp. 7-134 to 7-136). The City Council therefore rejects the Stone Bridge Avoidance Alternative on these bases, each of which is sufficient on its own to substantiate the action of the City Council.

#### **SECTION 9: RESOLUTION ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS.**

The City Council hereby declares that, pursuant to State CEQA Guidelines Section 15093, the City Council has balanced the benefits of the Project against any unavoidable environmental impacts in determining whether to recommend approval of the Project to the City

Council. If the benefits of the Project outweigh the unavoidable adverse environmental impacts, those impacts may be considered "acceptable."

The City Council hereby declares that the Draft EIR and Final EIR have identified and discussed significant effects which may occur as a result of the Project. With the implementation of the Mitigation Measures discussed in the Draft EIR and Final EIR, these effects can be mitigated to a level of less than significant except for unavoidable significant impacts as discussed in Section 4 of this Resolution.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any Mitigation Measures recommended in the Draft EIR could not be incorporated, such Mitigation Measures are infeasible because they would impose restrictions on the Project that would prohibit the realization of specific economic, social and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth in the Draft EIR and Final EIR are infeasible because they would prohibit the realization of Project objectives and/or specific economic, social and other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project to the extent feasible by adopting the proposed Mitigation Measures, having considered the entire administrative record on the Project, and having weighed the benefits of the Project against its unavoidable adverse impacts after mitigation, the City Council has determined that the each of the following social, economic and environmental benefits of the Project outweigh the potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable based upon the following overriding considerations:

- The completion of the City's overall traffic circulation plan in the southern portion of the City (Draft EIR, p. 3-28);
- The alleviation of existing traffic congestion on the local circulation network (*Id.*);
- The accommodation of traffic generated by approved and planned development in south Corona (*Id.*);
- Increasing access to existing and future developments in the southern portion of Corona for routine daily traffic and emergency response vehicles (*Id.*); and
- The achieving the City's standard of Level of Service "D" for local streets and arterial highways in the most cost-effective manner that would be compatible with existing and future physical and legal constraints while minimizing impacts to the extent feasible and providing value to the community. (Draft EIR, pp. 3-28 to 3-29.)



The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweigh the identified significant adverse environmental impacts of the Project, which cannot be mitigated. The City Council finds that each of the Project benefits separately and individually outweighs the unavoidable adverse environmental effects identified in the EIR and therefore finds those impacts to be acceptable.

**SECTION 10: RESOLUTION RECOMMENDING CERTIFICATION OF THE EIR.**

The City Council finds that it has reviewed and considered the Final EIR in evaluating the Project, that the Final EIR is an accurate and objective statement that fully complies with CEQA, the State CEQA Guidelines and the Corona CEQA Guidelines and that the Final EIR reflects the independent judgment of the City Council.

The City Council declares that no evidence of new significant impacts as defined by State CEQA Guidelines section 15088.5 have been received by the City after circulation of the Draft EIR which would require recirculation.

The City Council certifies the EIR based on the following findings and conclusions:

**A. Findings.**

The following significant environmental impacts have been identified in the EIR and will require mitigation as set forth in Sections 4 and 5 of this Resolution but cannot be mitigated to a level of less than significant:

- Short-term impacts to the visual character of the Project site and the surrounding area;
- Long-term impacts from the alteration of a scenic vista within the viewshed of the Project site;
- Long-term impacts from the alteration of the existing visual character and quality of the Project site and its surroundings;
- Cumulative aesthetic impacts relating to short-term impacts to the visual character of the Project site and the surrounding area, long-term impacts to scenic vistas within a viewshed of the Project site, and long-term impacts to the visual character and quality of the Project site and its surroundings;
- Short-term impacts from exceeding SCAQMD's daily emissions thresholds for construction activities;
- Cumulative air quality impacts;
- Short-term noise and vibration impacts on nearby noise-sensitive receptors due to construction of the Project;
- Impacts related to adverse effects on a significant historical resource;
- Cumulative impacts related to adverse effects on significant historical resources;
- Impacts related to the exposure of commuters to adverse effects associated with

- the rupture of a known earthquake fault; and
- Cumulative impacts related to the adverse effects associated with the rupture of known earthquake faults.

**B. Conclusions.**

All significant environmental impacts from the implementation of the Project have been identified in the EIR and, with implementation of the Mitigation Measures identified, will be mitigated to a less than significant level, except for the impacts listed in subsection A above.

Other reasonable alternatives to the Project which could feasibly achieve the basic objectives of the Project have been considered and rejected in favor of the Project.

Environmental, economic, social and other considerations and benefits derived from the development of the Project override and make infeasible any alternatives to the Project or further Mitigation Measures beyond those incorporated into the Project.

**SECTION 11: RESOLUTION ADOPTING A MITIGATION MONITORING AND REPORTING PLAN.**

Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Plan attached to this Resolution as Exhibit "A". In the event of any inconsistencies between the Mitigation Measures as set forth herein and the Mitigation Monitoring and Reporting Plan, the Mitigation Monitoring and Reporting Plan shall control.

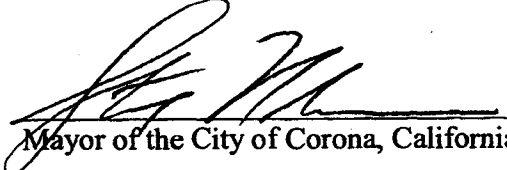
**SECTION 12: RESOLUTION REGARDING CUSTODIAN OF RECORD.**

The documents and materials that constitute the record of proceedings on which these Findings have been based are located at the City of Corona, Public Works Department 400 South Vicentia Avenue, Corona, California 92882. The custodian for these records is the Public Works Director. This information is provided in compliance with Public Resources Code section 21081.6.

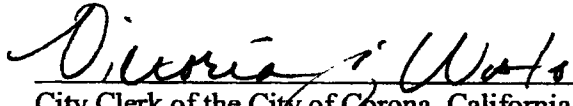
**SECTION 13. RESOLUTION REGARDING STAFF DIRECTION.**

A Notice of Determination shall be filed with the County of Riverside and the State Clearinghouse within five (5) days of final Project approval.

**ADOPTED AND APPROVED** this 4th day of February, 2009.

  
Mayor of the City of Corona, California

**ATTEST:**

  
City Clerk of the City of Corona, California

**CERTIFICATION**

I, Victoria J. Wasko, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 4th day of February, 2009, by the following vote:

<b>AYES:</b>	<b>MONTANEZ, NOLAN, SCOTT, SKIPWORTH, SPIEGEL</b>
<b>NOES:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>NONE</b>
<b>ABSTAINED:</b>	<b>NONE</b>

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 4th day of February, 2009.

  
City Clerk of the City of Corona, California

[SEAL]

**EXHIBIT "A"**  
**TO**  
**RESOLUTION NO. 2009-014**

**MITIGATION MONITORING AND REPORTING PLAN**

[attached behind this page]



## 13.0 MITIGATION MONITORING AND REPORTING PROGRAM

Section 2.0, EXECUTIVE SUMMARY, of this EIR identifies the mitigation measures that will be implemented to reduce the impacts associated with the Foothill Parkway Westerly Extension Project (State Clearinghouse No. 2007061044). CEQA was amended in 1989 to add Section 21081.6, which requires a public agency to adopt a monitoring and reporting program for assessing and ensuring compliance with any required mitigation measures applied to proposed development. As stated in Section 21081.6 of the Public Resources Code,

*“ . . . the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted, or made a condition of project approval, in order to mitigate or avoid significant effects on the environment.”*

Section 21081.6 requires a public agency to adopt a monitoring and reporting program for assessing and ensuring compliance with any required mitigation measures applied to proposed development. Section 21081.6 provides general guidelines for implementing mitigation monitoring programs and mandates that specific reporting and/or monitoring requirements, to be enforced during project implementation, shall be defined prior to final certification of the EIR.

### PURPOSE

The purpose of the proposed Foothill Parkway Westerly Extension Project Mitigation Monitoring and Reporting Program (MMRP) is to ensure compliance with all mitigation measures to mitigate or avoid potentially significant adverse environmental impacts resulting from the proposed project that were identified in the Draft EIR. Implementation of this MMRP shall be accomplished by the City. Mitigation measures will be implemented as part of project implementation.

### RESPONSIBILITIES AND DUTIES

In general, monitoring will consist of demonstrating that mitigation measures were implemented, and that the responsible unit monitored the implementation of the measures. The responsible unit for determining compliance with all mitigation measures will be the City Community Development Department or other affected City departments or public agencies, as applicable. Monitoring will consist of determining whether activities identified in the mitigation measures have been, or are being, implemented.

### LIST OF MITIGATION MEASURES

Table 13-1, below, identifies the mitigation measures by resource area. Table 13-1 also provides the specific mitigation monitoring requirements along with implementation and monitoring phases and the responsible monitoring party. Verification of compliance with each measure is to be indicated by signature of the mitigation monitor, together with date of verification.

The City shall be responsible for implementation of all mitigation measures, unless otherwise noted in the table.



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<b>AESTHETICS</b>						
<b>Short-Term (Construction) Impacts</b>						
5.2-1	Construction equipment staging areas shall use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material. Staging locations shall be indicated on final plans and grading plans are subject to review and approval of the City. Compliance with this measure is subject to periodic field inspection by City Staff.	Pre-Construction; Prior to the issuance of grading permits	Construction	City of Corona Public Works Department		
<b>Impacts to Scenic Vistas</b>						
5.2-2a	To maintain the context of the Project area, roadway landscaping within the roadway median and parkways shall be similar in appearance to the existing ornamental landscaping along Green River Road and Foothill Parkway.	Prior to the issuance of parkway landscape plans or landscape maintenance district plans	Construction	City of Corona Community Development and Parks Departments		
5.2-2b	Disrupted areas of vegetation, wildlife habitat, natural watercourses, and drainage swales shall be replaced. Vegetation shall be arranged in informal masses to create a textured slope that is characteristic to a natural chaparral mountain slope terrain. Hillside and canyon slopes shall be planted with drought tolerant species to soften the impact of land grading, retaining walls, structures, and roads. All proposed landscaping species shall be selected to agree with the local climate, humidity, soil types, and local wind. All selected species shall share similar water requirements. The street tree maintenance and enhancement program and new landscaping palette and location shall be developed in consultation with the City Public Works Department.	Construction	Construction	City of Corona Community Development, Public Works, and Parks Departments		
5.2-2c	All cut and fill activities for the Project shall be developed in consultation with the City Public Works Department during the Plans, Specifications, and Estimate (PS&E) phase. The area	Pre-Construction; Prior to the issuance of grading permits	Pre-Construction	City of Corona Public Works Department		



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p>and height of cut and fill shall be minimized, to the extent technically achievable, ensuring that slope tops and bottoms are rounded and facilitate a smooth and seamless transition where natural and built slopes intersect to the extent feasible.</p> <p><b>Impacts to Visual Character/Quality</b></p> <p>To maintain consistency with the existing infrastructure (i.e., bridges, roadways, walls, sidewalks, signage, etc.) of the surrounding Project area, architectural treatments (which may include vine treatment) for the structural elements of the Project shall be determined in consultation with the City Public Works Department during the Plans, Specifications, and Estimate (PS&amp;E) phase.</p>	Pre-Construction; Prior to the issuance of grading permits and/or street improvement plans	Pre-Construction	City of Corona Public Works Department			
<p>All aesthetic treatments to retaining walls and other wall features shall be developed in consultation with the City Public Works Department during the Plans, Specifications, and Estimate (PS&amp;E) phase. The height of wall features shall be minimized and all walls shall be designed with smooth flowing forms that follow topography and utilize material, colors, and textures that blend in with the surrounding landscape, to the extent feasible.</p>	Pre-Construction; Prior to the issuance of grading permits	Pre-Construction	City of Corona Community Development and Public Works Departments			
<b>Long-Term Light and Glare</b>						
<p>Traffic signal and streetlights shall comply with the City of Corona's <i>Street Light Standard</i> (Standard Plan 502-0), in consultation with the City Public Works Department.</p>	Pre-Construction; Prior to issuance of permits of the street improvements plans	Pre-Construction	City of Corona Public Works Department			
<p>All on-site street lighting shall utilize directional lighting techniques and low wattage bulbs that direct light downwards and minimize light spillover, without compromising site safety or security. Lighting fixtures shall use shielding, if necessary, to prevent spill lighting on adjacent off-site uses. Streetlights shall include high-pressure sodium vapor luminaire with 240</p>	Pre-Construction; Prior to issuance of permits of the street improvements plans	Pre-Construction	City of Corona Public Works Department			



TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT						
MITIGATION MONITORING AND REPORTING PROGRAM						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
volt, swing down power module integral regulator ballast and lexan or glass refractor.						
<b>PUBLIC HEALTH AND SAFETY</b>						
<b>Hazardous Materials</b>						
5.3-1a	The interior of individual structures shall be visually inspected prior to demolition or renovation activities (if necessary). If hazardous materials are encountered, the materials shall be tested and properly disposed of in accordance with State and Federal regulatory requirements. Any stained soils or surfaces underneath the removed materials shall be sampled. Results of the sampling would indicate the appropriate level of remediation efforts that may be required. Testing and remediation of unknown wastes or suspect materials shall be conducted under the purview of the applicable agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). Remediation shall be conducted to the standards established by the Lead Agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). All contaminated soil locations identified shall be remediated below hazardous levels established by Title 22 of the California Code of Regulations and to the satisfaction of the applicable Lead Agency.	Pre-Construction; Prior to the issuance of demolition permits	Construction	City of Corona Public Works Department		
5.3-1b	Prior to property acquisition, the presence or absence of septic tanks, underground storage tanks, as well as the presence or absence of hydraulic lifts located within the former automobile shop (APN 102-320-009) shall be confirmed by the City, or designee, through an interview with the current owner of the property. If present, the specific location of the tanks shall be identified, removed, and properly disposed of at an approved landfill facility, under the purview of the applicable agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). Once the tanks are removed, a visual inspection of the areas	Pre-Construction; Prior to the City's final acquisition of the property	Pre-Construction	City of Corona Public Works Department		





TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
Remarks					
<p>beneath and around the removed tanks shall be performed, by the appropriate agency. Any stained soils observed underneath the septic tanks shall be sampled. Results of the sampling, if necessary, would indicate the level of remediation efforts that may be required. Testing and remediation of unknown wastes or suspect materials shall be conducted under the purview of the applicable agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). Remediation shall be conducted to the standards established by the Lead Agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). All contaminated soil locations identified shall be remediated below hazardous levels established by Title 22 of the California Code of Regulations and to the satisfaction of the applicable Lead Agency.</p>	Pre-Construction	Pre-Construction	City of Corona Public Works Department		
5.3-1c					



TABLE 13-1 Foothill Parkway Environmental Impact Report						
Mitigation Monitoring and Reporting Program						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
5.3-1d Any transformers or hydraulic lifts to be relocated during construction shall be conducted under the purview of the local utility purveyor to identify property-handling procedures regarding potential PCBs.	Construction	Construction	City of Corona Public Works Department			
5.3-1e The terminus of the undocumented metal pipe shall be defined to determine if any undocumented UST exists. Should a UST be present, the tank shall be removed and properly disposed of at an approved landfill facility. Once the UST is removed, a visual inspection of the areas beneath and around the removed UST shall be performed. Any stained soils observed underneath the UST shall be sampled. Results of sampling, if necessary, would indicate the level of remediation efforts that may be required. Testing and remediation of unknown wastes or suspect materials shall be conducted under the purview of the applicable agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). Remediation shall be conducted to the standards established by the Lead Agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). All contaminated soil locations identified shall be remediated below hazardous levels established by Title 22 of the California Code of Regulations and to the satisfaction of the applicable Lead Agency.	Pre-Construction	Pre-Construction	City of Corona Public Works Department			
5.3-1f ASTs shall be removed and properly disposed of at an approved landfill facility. Once the ASTs are removed, a visual inspection of the areas beneath and around the removed ASTs shall be performed. Any stained soils observed underneath the ASTs shall be sampled. Results of the sampling, if necessary, would indicate the level of remediation efforts that may be required. Testing and remediation of unknown wastes or suspect materials shall be conducted under the purview of the applicable agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). Remediation shall be conducted to the standards established by the Lead Agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). All	Pre-Construction	Pre-Construction	City of Corona Public Works Department			



**TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<p>contaminated soil locations identified shall be remediated below hazardous levels established by Title 22 of the California Code of Regulations and to the satisfaction of the applicable Lead Agency.</p> <p>If unknown wastes or suspect materials are discovered during construction by the Project Contractor, which is thought to include hazardous waste and/or materials, the following shall occur:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Immediately stop work in the vicinity of the suspected contaminant, removing workers and the public from the area;</li> <li><input type="checkbox"/> Notify the City of Corona Fire Department</li> <li><input type="checkbox"/> Notify the Project Engineer of the implementing agency (the City of Corona);</li> <li><input type="checkbox"/> Secure the area as directed by the Project Engineer; and</li> <li><input type="checkbox"/> Notify the implementing agency's Hazardous Waste/Materials Coordinator. Testing and remediation of unknown wastes or suspect materials shall be conducted under the purview of the applicable agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). Remediation shall be conducted to the standards established by the Lead Agency (i.e., DTSC, Santa Ana RWQCB, and/or RCDEH). All contaminated soil locations identified shall be remediated below hazardous levels established by Title 22 of the California Code of Regulations and to the satisfaction of the applicable Lead Agency.</li> </ul>	Construction	Construction	City of Corona Public Works Department		
5.3-1g					
5.3-1h	Pre-Construction; Prior to the issuance of	Pre-Construction	City of Corona Public Works and		



**TABLE 13-1 Foothill Parkway Environmental Impact Report  
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p>California Occupational Safety and Health Administration certified building inspector to determine the levels of asbestos in structures should renovation or demolition occur. District Rule 1403 (Asbestos Emissions From Demolition/Renovation Activities) would be required for any demolition or renovation work involving asbestos-containing materials (ACMs). District Rule 1403 specifies work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of ACM. The requirements for demolition and renovation activities include asbestos surveying, notification, ACM removal procedures and time schedules, ACM handling and clean-up procedures, and storage, disposal, and landfilling requirements for asbestos-containing waste materials. All operators are required to maintain records, including waste shipment records, and are required to use appropriate warning labels, signs, and markings.</p>	demolition permits		Building Departments			
<p>5.3-1i Prior to construction, a survey shall be conducted to determine the presence or absence of lead-based paint. If lead-based paint is found, abatement shall be required before any demolition activities occur that would create a lead dust or fume hazard. Lead-based paint removal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring, and respiratory protection, and mandates good working practices by workers exposed to lead. The individual(s) performing lead-based paint removal shall provide evidence of certified training for lead-related construction work.</p>	Pre-Construction; Prior to the issuance of demolition permits	Pre-Construction	City of Corona Public Works Department			
<p>5.3-1j The specific location, use, and terminus of the on-site well (noted in building records) shall be defined. If located on the subject site, the well shall be surveyed and evaluated</p>	Pre-Construction; Prior to the issuance of applicable grading	Pre-Construction	City of Corona Public Works Department			



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT						
MITIGATION MONITORING AND REPORTING PROGRAM						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
Immediately prior to preceding with site development. Once the well is removed, any stained soils, if observed underneath the removed materials, shall be tested to identify appropriate remedial activities, if necessary. Remediation shall be conducted to the standards established by the Lead Agency (i.e., DTSC, Santa Ana RWQCB, and RCDEH). All contaminated soil locations identified shall be remediated below hazardous levels established by Title 22 of the California Code of Regulations and to the satisfaction of the applicable Lead Agency.	permits					
5.3-1k Prior to construction, within areas associated with known historic agricultural uses (eastern portion of the Project site), the City shall perform soil tests within the project grading limits to determine concentrations of pesticide and fungicide residues that may be present. Should contamination levels be in excess of acceptable Federal, State, and/or County of Riverside levels, a remedial action plan (subject to approval by the Riverside County Department of Environmental Health and responsible regulatory agencies) shall be implemented to reduce contaminants to acceptable levels.	Pre-Construction; Prior to the issuance of grading permits	Pre-Construction	City of Corona Public Works Department			
<b>Risk of Accident</b>						
5.3-3a Prior to excavation/grading activities on the Project site, the City of Corona shall coordinate and provide pre-construction notification to purveyors with underground pipelines traversing the Project site prior to excavation/grading activities. Prior to excavation/grading activities on the Project site, the contractor shall obtain information on the location of underground pipelines located within the Project area, and any information regarding safety concerns of these pipelines.	Pre-Construction meeting with City staff and contractors	Pre-Construction	City of Corona Public Works Department			



**TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
5.3-3b Prior to excavation/grading activities on the Project site, the City of Corona shall coordinate the design and construction planning for the roadway extension over the MWD pipeline. At the discretion of the MWD, the MWD shall enter into an agreement with the City to allow its personnel to monitor grading and construction within 100 feet of the pipeline.	Pre-Construction; Prior to the issuance of grading permits	Pre-Construction	City of Corona Public Works Department		
5.3-3c Prior to construction, Underground Service Alert (i.e., Dig Alert) shall be contacted at 811 in order to determine the location of underground pipelines. The proposed excavation area shall be delineated with white marking paint or with other suitable markers such as flags or stakes at least two days prior to commencing any excavation work. A "Dig Alert" ticket number shall be issued at the time Underground Service Alert is contacted. Excavating is not permitted without this ticket number. Underground Service Alert shall notify its member utilities having underground facilities in the area.	Pre-Construction	Construction	City of Corona Public Works Department		
5.3-3d If any pipeline is ruptured during construction, the Corona Fire Department shall be notified. Should the rupture of an unmarked pipeline occur, the Corona Fire Department shall be contacted for on-site guidance during pipeline removal activities. If the rupture indicates an emergency, 911 shall be dialed.	Construction	Construction	City of Corona Public Works Department		
<b>TRAFFIC AND CIRCULATION</b>					
<b>Short-Term (Construction) Impacts</b>					
5.4-1a Short-term mitigation for roadways shall be mitigated by a Traffic Management Plan (TMP) to be established by the City prior to construction. This Plan shall consist of prior notices, adequate sign-posting, and detours (including pedestrian, horseback, and bicycle paths). The TMP shall specify implementation timing of each plan element (prior notices, sign-posting, detours, etc.) as determined appropriate by the	Pre-Construction; Prior to issuance of permits of the Traffic Management Plan	Construction	City of Corona Public Works Department		



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT						
MITIGATION MONITORING AND REPORTING PROGRAM						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p>City Engineer. Adequate access to and from adjacent residential areas shall be provided at all times. The TMP shall be revised and approved by the City Public Works, Police, and Fire Departments so that construction shall not interfere with any emergency response or evacuation plans. Construction activities shall proceed in a timely manner in an effort to reduce impacts.</p> <p>Proper detours and warning signs shall be established to ensure public safety. Alternative routes for the existing bicycle, horseback, and hiking trails along the Project site into the Cleveland National Forest shall be clearly marked and safety of those that utilize the path shall be considered at all times. This includes the use of proper lighting (where appropriate), fencing/shielding, sufficient headway for horse riders to pass through, proper storage of equipment and construction supplies, covering loose piles of soil, silt, clay, sand debris, or other earthen material so as to eliminate any discharge onto the existing pathway or temporary pathway, and immediately hosing down/cleaning such areas of the existing pathway or temporary pathway that have been affected by construction debris or sedimentation from the Project. Upon completion of construction, access to the existing bicycle, horseback, and hiking trails into the Cleveland National Forest shall be maintained. Trails that are impacted during construction, and remain in place after construction, shall be returned to pre-project conditions.</p>	Pre-Construction; Construction	Pre-Construction; Construction	City of Corona Public Works Department			
<p>5.4-1b</p>						
<b>Design Elements</b>						
<p>5.4-4</p> <p>A traffic signal warrant analysis shall be prepared by a registered Civil Engineer or Registered Traffic Engineer prior to construction of the proposed alignment at the following intersection:</p>	Pre-Construction; Prior to issuance of permits of the street improvement plans	Pre-Construction	City of Corona Public Works Department			



**TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p><input type="checkbox"/> Foothill Parkway/Trudy Way</p> <p>Additional intersections may require traffic signal warrant analysis based on direction from the City of Corona Public Works Director. A traffic signal will be installed at an intersection where it is deemed appropriate, based on the traffic signal warrant determination and the professional recommendation of the City Traffic Engineer.</p>						
<b>AIR QUALITY</b>						
<b>Short-Term (Construction) Emissions</b>						
<p>Prior to approval of the Project plans and specifications, the Public Works Director, or his designee, shall confirm that the plans and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All active portions of the construction site shall be watered to prevent excessive amounts of dust;</li> <li><input type="checkbox"/> On-site vehicles speed shall be limited to 15 miles per hour (mph);</li> <li><input type="checkbox"/> All on-site roads shall be paved as soon as feasible, watered periodically, or chemically stabilized;</li> <li><input type="checkbox"/> All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust.</li> </ul>	Pre-Construction; Prior to issuance of permits of the street improvements and/or grading permits	Pre-Construction; Construction	City of Corona Public Works Department; SCAQMD			
5.5-1a						





TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT						
MITIGATION MONITORING AND REPORTING PROGRAM						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p>Watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day;</p> <p><input type="checkbox"/> If dust is generated and visibly occurs beyond the site boundaries, clearing, grading, earth moving, or excavation activities that generate dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour); and</p> <p><input type="checkbox"/> All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.</p>						
<p>5.5-1b</p> <p>Prior to approval of the Project plans and specifications, the Public Works Director shall confirm that the plans and specifications stipulate that, in compliance with SCAQMD Rule 403, ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the Resident Engineer. The City inspector shall be responsible for ensuring that contractors comply with this measure during construction.</p>	Pre-Construction; Prior to issuance of permits of the street improvements and/or grading permits	Pre-Construction; Construction	City of Corona Public Works Department; SCAQMD			
<p>5.5-1c</p> <p>Prior to approval of the Project plans and specifications, the Public Works Director, or his designee, shall confirm that the construction bid packages include a separate "Diesel Fuel Reduction Plan." This plan shall identify the actions to be taken to reduce diesel fuel emissions during construction activities (inclusive of grading and excavation activities). Reductions in diesel fuel emissions can be achieved by measures including, but not limited to, the following: a) use of alternative energy sources, such as compressed natural gas or liquefied petroleum gas, in mobile equipment and vehicles;</p>	Pre-Construction	Pre-Construction; Construction	City of Corona Public Works Department			



**TABLE 13-1 Foothill Parkway Environmental Impact Report  
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p>b) use of "retrofit technology," including diesel particulate traps, on existing diesel engines and vehicles; and c) other appropriate measures with equal or better efficiency (as determined in consultation with the South Coast Air Quality Management District). Prior to the issuance of a grading permit, the Diesel Fuel Reduction Plan shall be filed with the City of Corona. The Diesel Fuel Reduction Plan shall include the following provisions:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All diesel fueled off-road construction equipment shall be CARB certified or use post-combustion controls that reduce pollutant emissions to the same level as CARB certified equipment. CARB certified off-road engines are engines that are three years old or less and comply with lower emission standards. Post-combustion controls are devices that are installed downstream of the engine on the tailpipe to treat the exhaust. These devices are now widely used on construction equipment and are capable of removing over 90 percent of the PM<sub>10</sub>, carbon monoxide, and volatile organic compounds from engine exhaust, depending on the specific device, sulfur content of the fuel, and specific engine type. The most common and widely used post-combustion control devices are particulate traps (i.e., soot filters), oxidation catalysts, and combinations thereof.</li> <li><input type="checkbox"/> All diesel fueled on-road construction vehicles shall meet the emission standards applicable to the most current year to the greatest extent possible. To achieve this standard, new vehicles shall be used or older vehicles shall use post-combustion controls that reduce pollutant emissions to the greatest extent feasible.</li> </ul>						



**TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<p><input type="checkbox"/> The effectiveness of the latest diesel emission controls is highly dependant on the sulfur content of the fuel. Therefore, diesel fuel used by on-road and off-road construction equipment shall be low sulfur (&gt;15 ppm) or other alternative low polluting diesel fuel formulation.</p>					
<p>5.5-1d All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.</p>	Construction	Construction	City of Corona Public Works Department		
<b>NOISE</b>					
<b>Short-Term (Construction) Noise Impacts</b>					
<p>5.6-1a Prior to issuance of grading permits for the proposed alignment, the Project Contractor shall provide evidence acceptable to the City of Corona Public Works Director, or designee, that (1) all construction equipment, fixed and/or mobile, shall be equipped with properly operating and maintained mufflers consistent with manufacturers' standards, (2) construction activities shall be limited to the designated daytime hours as specified by the City of Corona, currently 7:00 a.m. to 8:00 p.m. on Monday through Saturday and 10:00 a.m. and 6:00 p.m. on Sunday and federal holidays. These restrictions apply to all trucks, vehicles, and equipment that are making or involved with material deliveries, loading or transfer of materials, equipment service, and maintenance of any devices for or within the Project construction site.</p>	Pre-Construction; Prior to issuance of grading permits	Construction	City of Corona Public Works Department		
<p>5.6-1b During construction, the Project Contractor shall place all stationary construction equipment such that emitted noise is directed away from noise-sensitive receptors. The placement of the equipment shall meet the satisfaction of the Building</p>	Construction	Construction	City of Corona Building Department		



**TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
Official and is subject to site inspection. Additionally, the Project Contractor shall provide evidence of the placement of the stationary equipment to the Building Official.					
5.6-1c Prior to approval of the Project plans and specifications, the City of Corona Public Works Director, or designee, shall confirm that the Project plans and specifications stipulate that the Project Contractor shall incorporate feasible muffling features into all construction vehicles and equipment and into construction methods, and shall maintain all construction vehicles and equipment in efficient operating condition.	Pre-Construction; Prior to issuance of permits of the street improvements and/or grading permits	Pre-Construction; Construction	City of Corona Public Works Department		
5.6-1d Prior to approval of the Project plans and specifications, the City of Corona Public Works Director, or designee, shall confirm the Project plans and specifications stipulate that the Project Contractor shall locate stockpiling and construction vehicle staging areas as far away as practical from noise sensitive receptors during construction activities.	Pre-Construction; Prior to issuance of permits of stockpile and/or grading permits	Pre-Construction; Construction	City of Corona Public Works Department		
5.6-1e During construction, the Project Contractor shall install temporary construction barriers with an effective height of 8 to 10 feet around construction activities located within 100 feet of residences, where it is feasible, to provide a noise reduction of 8 to 10 dBA. These barriers shall be provided along Green River Road, Paseo Grande, and Meadowcrest Street and near the cul-de-sacs of Concor Circle, Clearview Circle, and Folsom Circle.	Construction	Construction	City of Corona Public Works Department		
5.6-1f Prior to issuance of grading permits for the proposed alignment, the Project Contractor shall develop and execute a community information program, notifying neighbors of planned construction schedules and periods of maximum activity. The notice shall provide a construction schedule, required noise conditions applied to the proposed alignment, and the name and telephone number of the Construction	Pre-Construction; Prior to issuance of grading permits	Construction	City of Corona Public Works Department		



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
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Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
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Project Manager who can address questions and problems that may arise during construction.					
5.6-1g If pile driving occurs within 200 feet of sensitive receptors, alternative construction methods such as pre-drilling, drilled piles, Giken silent piling, pile cushioning, or any non-impact drivers shall be implemented to significantly reduce vibration levels generated by construction activities.	Construction	Construction	City of Corona Public Works Department		
<b>Long Term Operational Impacts</b>					
Noise barriers (i.e., walls and/or earthen berms) shall be constructed at the following locations and heights; however, if the noise barriers identified below are already constructed as a community perimeter wall, during final design, these walls shall be examined to determine their efficiency at mitigating noise to the levels specified:  <input type="checkbox"/> A minimum barrier height of 6 feet for Sound Barrier 1 located along Foothill Parkway west of Trudy Way. <sup>1</sup> <input type="checkbox"/> A minimum barrier height of 6 feet for Sound Barrier 2 located along Foothill Parkway east of Trudy Way. <sup>2</sup> Prior to issuance of grading permits, the existing wall's acoustical barrier efficiency shall be tested to ensure it meets the requirements to reduce noise levels below 65 dBA. <input type="checkbox"/> A minimum barrier height of 8 to 10 feet for Sound Barrier 3 located along Foothill Parkway between Elysia Street and Lincoln Avenue.	Pre-Construction; Construction	Construction	City of Corona Public Works Department		
5.6-2					

<sup>1</sup> Trudy Way is identified as Bartol Street in the Noise Impact Analysis. Foothill Parkway Westerly Extension, prepared by LSA Associates, Inc., dated January 2008. However, Bartol Street has been renamed as Trudy Way.

<sup>2</sup> Ibid.



TABLE 13-1 Foothill Parkway Environmental Impact Report					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
BIOLOGICAL RESOURCES					
Short-Term (Construction) Impacts					
<p>The following Construction Minimization Measures (Section 7.5.3 of the MSHCP) shall be implemented during Project construction to minimize impacts on biological resources during construction:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Plans for water pollution and erosion control shall be prepared for all Discretionary Projects involving the movement of earth in excess of 50 cubic yards. The plans shall describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, and use of plant material for erosion control. Plans shall be reviewed and approved by the City of Corona, prior to construction.</li> <li><input type="checkbox"/> Timing of construction activities shall consider seasonal requirements for breeding birds and migratory non-resident species covered under the Migratory Bird Treaty Act. Habitat clearing shall be avoided during species active breeding season, defined as March 1 to June 30.</li> <li><input type="checkbox"/> Sediment and erosion control measures shall be implemented until such time soils are determined to be successfully stabilized.</li> <li><input type="checkbox"/> Short-term stream diversions shall be accomplished by use of sand bags or other methods that will result in minimal instream impacts. Short-term diversions shall consider effects on wildlife.</li> </ul>	Pre-Construction; Included on the erosion control plans of the precise grading plans	Construction	City of Corona Community Development and Public Works Departments		
5.7-1b					



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT					
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Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<ul style="list-style-type: none"> <li><input type="checkbox"/> Silt fencing or other sediment trapping materials shall be installed at the downstream end of construction activities to minimize the transport of sediments off-site.</li> <li><input type="checkbox"/> Settling ponds where sediment is collected shall be cleaned in a manner that prevents sediment from re-entering the stream or damaging/disturbing adjacent areas. Sediment from settling ponds shall be removed and diverted to a location where sediment cannot re-enter the stream or surrounding drainage area. Caution shall be exercised during removal of silt fencing to minimize release of debris or sediment into streams.</li> <li><input type="checkbox"/> No erodible materials shall be deposited into water courses. Brush, loose soils, or other debris material shall not be stockpiled within stream channels or on adjacent banks.</li> <li><input type="checkbox"/> The footprint of disturbance shall be minimized to the maximum extent feasible. Access to the Project site shall occur on pre-existing access routes to the greatest extent possible.</li> <li><input type="checkbox"/> Equipment storage, fueling and staging areas shall be sited on non-sensitive upland habitat types with minimal risk of direct discharge into riparian areas or other sensitive habitat types.</li> <li><input type="checkbox"/> The limits of disturbance, including the upstream, downstream and lateral extents, shall be clearly defined and marked in the field. Mitigation Monitoring Program personnel shall review the limits of disturbance prior to initiation of construction activities.</li> </ul>					



TABLE 13-1 Foothill Parkway Environmental Impact Report Mitigation Monitoring and Reporting Program						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<ul style="list-style-type: none"> <li><input type="checkbox"/> During construction, the placement of equipment within the stream or on adjacent banks or adjacent upland habitats occupied by Covered Species that are outside of the Project footprint shall be avoided.</li> <li><input type="checkbox"/> Exotic species removed during construction shall be properly handled to prevent sprouting or regrowth.</li> <li><input type="checkbox"/> Training of construction personnel shall be provided.</li> <li><input type="checkbox"/> Ongoing monitoring and reporting shall occur for the duration of the construction activity to ensure implementation of best management practices (BMPs).</li> <li><input type="checkbox"/> When work is conducted during the fire season (as identified by the Riverside County Fire Department) adjacent to coastal sage scrub or chaparral vegetation, appropriate fire-fighting equipment (e.g., extinguishers, shovels, water tankers) shall be available on the site during all phases of Project construction to help minimize the chance of human-caused wildfires. Shields, protective mats, and/or other fire preventative methods shall be used during grinding, welding, and other spark-inducing activities. Personnel trained in fire hazards, preventative actions, and responses to fires shall advise contractors regarding fire risk from all construction-related activities.</li> <li><input type="checkbox"/> Active construction areas shall be watered regularly to control dust and minimize impacts to adjacent vegetation.</li> </ul>						





TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<ul style="list-style-type: none"> <li><input type="checkbox"/> All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other toxic substances shall occur only in designated areas within the proposed grading limits of the Project site. These designated areas shall be clearly marked and located in such a manner as to contain run-off.</li> <li><input type="checkbox"/> Waste, dirt, rubble, or trash shall not be deposited in the Conservation Area or on native habitat</li> </ul>					
<p>Proposed noise-generating land uses affecting the MSHCP Conservation Area shall incorporate setbacks, berms, or walls to minimize the effects of noise on MSHCP Conservation Area resources pursuant to applicable rules, regulations, and guidelines related to land use noise standards. For planning purposes, wildlife within the MSHCP Conservation Area shall not be subject to noise that would exceed 60 dBA CNEL.</p>	Pre-Construction	Construction	City of Corona Community Development and Public Works Departments		
<p><b>Vegetation Types</b></p> <p>The City of Corona shall obtain all appropriate permits for impacts on USACE and CDFG jurisdictional areas. Mitigation for the loss of jurisdictional areas shall consist of restoration of riparian habitat at no less than a 2:1 ratio to ensure no net loss of habitat. Any creation of habitat will be in kind and proportional to Project impacts. Native trees within the riparian habitat shall be replaced as follows per the City of Corona (2008): coast live oaks 4:1; sycamore 3:1; cottonwood 3:1; willow 2:1; and scrub oak 2:1. Prior to issuance of a grading permit, a detailed restoration program shall be prepared for approval by the USACE and CDFG with the following items:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Responsibilities and qualifications of the personnel to implement and supervise the plan. The responsibilities of the landowner, specialists, and</li> </ul>	Pre-Construction; Prior to issuance of the clearing and grubbing and/or grading permits	Pre-Construction; Post Construction	City of Corona Community Development and Public Works Departments		
5.7-2a					



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
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Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
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<p>maintenance personnel that would supervise and implement the plan will be specified.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <i>Site selection.</i> The site for the mitigation will be determined in coordination with the City of Corona and the resource agencies. The site shall either be located on the Project site in a dedicated open space area or land will be purchased off the site.</li> <li><input type="checkbox"/> <i>Site preparation and planting implementation.</i> The site preparation will include: (1) protection of existing native species; (2) trash and weed removal; (3) native species salvage and reuse (i.e., duff); (4) soil treatments (i.e. imprinting, decompacting); (5) temporary irrigation installation; (6) erosion control measures (i.e. rice or willow wattles); (7) seed mix application; and (8) container species.</li> <li><input type="checkbox"/> <i>Schedule.</i> A schedule will be developed which includes planting to occur in late fall and early winter, between October 1 and January 30.</li> <li><input type="checkbox"/> <i>Maintenance Plan/Guidelines.</i> The maintenance plan will include: (1) weed control; (2) herbivory control; (3) trash removal; (4) irrigation system maintenance; (5) maintenance training; and (6) replacement planting.</li> <li><input type="checkbox"/> <i>Monitoring Plan.</i> The Monitoring Plan will include: (1) qualitative monitoring (i.e., photographs and general observations); (2) quantitative monitoring (i.e., randomly placed transects); (3) performance criteria as approved by the resource agencies; (4) monthly reports for the first year, and reports every other month thereafter; and (5) annual reports for five</li> </ul>					



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
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Remarks					
<p>years, which will be submitted to the resource agencies on an annual basis. The site will be monitored and maintained for five years to ensure successful establishment of riparian habitat within the restored and created areas.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Long-term preservation. Long-term preservation of the site will also be outlined in the conceptual mitigation plan to ensure the mitigation site is not impacted by future development.</li> </ul> <p>In addition, the City of Corona will provide the Determination of Biologically Equivalent or Superior Preservation (DBESP) with the proposed Mitigation Plan to the USFWS and CDFG for review. The resource agencies shall review the Project for consistency with Section 6.1.2 of the MSHCP (i.e., Riparian/Riverine).</p> <p>As outlined in the Native Tree Survey prepared for the proposed Project, the following mitigation for removal of native trees shall be required by the Project:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Prior to grading, orange snow fencing shall be installed around trees (outside the dripline) that would not be impacted by construction. Fencing shall be in place and inspected by a qualified Biological Monitor prior to commencement of grading. This fencing shall remain in place throughout the entire period of Project construction, and shall be periodically checked by the Biological Monitor.</li> <li><input type="checkbox"/> For each native tree removed, trees will be replaced at the ratios indicated in Table 5.7-7.</li> </ul>					
5.7-2b	Pre-Construction; Prior to issuance of the clearing and grubbing, and/or grading permits	Pre-Construction; Construction	City of Corona Community Development and Public Works Departments		



TABLE 13-1 Foothill Parkway Environmental Impact Report					
Mitigation Monitoring and Reporting Program					
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
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<ul style="list-style-type: none"> <li><input type="checkbox"/> The Landscape Architect shall design the replacement trees into the riparian revegetation to replace the habitat value of the woodlands and trees removed by the proposed alignment. At least 5.06 acres of replacement habitat shall be planted to compensate for the loss of coast live oak woodland habitat. The Planting Plan will be reviewed by a qualified biologist and to ensure that the replacement oak trees are located in such a way to provide comparable habitat quality.</li> <li><input type="checkbox"/> All replacement trees shall be located in the riparian and oak woodland revegetation areas if possible. If spacing requirements cannot accommodate the number of replacement trees, the trees may be planted adjacent to the proposed road as a transition to open space.</li> <li><input type="checkbox"/> Planting specifications shall consider the following:               <ul style="list-style-type: none"> <li>a. Newly planted trees shall be planted above grade and maintained for five years, including irrigation, weed control, herbivore protections, and replacement.</li> <li>b. Amending the backfill soil with wood shavings, oak leaf-mold, etc. is not recommended when existing soil is high in natural organic matter with a sandy loam texture.</li> <li>c. Recommendations for the need of planting amendments and drainage systems shall be based on soil tests of this Project site and approved by the City.</li> </ul> </li> </ul>					



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT						
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<p>d. Any City approved work within the driplines of saved trees, including branch removal, shall be under the inspection of a qualified arborist.</p> <p>e. Landscaping requiring irrigation shall not be planted within the dripline of oaks due to the susceptibility of native oaks to root rot caused by excessive unseasonable irrigation. The design and installation of landscape irrigation systems outside the dripline of the oaks shall be such that the area within the dripline is not wetted during operation of the system. In addition, surface runoff from impermeable surfaces shall be directed away from oaks; where natural topography has been altered, provisions shall be made for drainage away from trunks of oaks so that water will not pond or collect within the dripline of any oak.</p>						
<p><b>Wildlife Movement and Habitat Fragmentation</b></p> <p>It is recommended that the base of the manufactured slope west of the constructed roadway be vegetated with native species to encourage the continued use of Wardlow Wash for wildlife movement. This area may count toward the mitigation requirement for riparian vegetation (Mitigation Measure 5.7-2a), oak tree replacement (Mitigation Measure 5.7-2b), and special status plant/relocation (Mitigation Measure 5.7-5) if determined to be appropriate for these mitigation areas.</p> <p>The culvert under Paseo Grande should be designed following guidelines in Section 7.5.2 of the MSHCP. Guidelines in Section 7.5.2 recommend a width of at least five feet to allow for passage by medium-sized wildlife. (The existing 8-foot</p>	Pre-Construction; Construction	Pre-Construction; Construction	City of Corona Development and Public Works Departments			
5.7-4						



**TABLE 13-1 Foothill Parkway Environmental Impact Report  
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
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<p>culvert under Paseo Grande exceeds these minimum requirements.) In addition, the crossing should be designed in a manner which allows a dry crossing under most circumstances. This may include designing an elevated bench above the normal high water line or providing a textured gentle slope up the side of the culvert/undercrossing. Barriers to small terrestrial wildlife movement should be encouraged along new and modified roadways, so that they are guided toward appropriate undercrossings.</p>						
<p><b>Special Status Plants</b></p> <p>5.7-5</p> <p>If construction occurs after fall 2008, a pre-construction survey during the peak flowering period for the intermediate mariposa lily and Coulter's matilija poppy, approximately March through June, shall be conducted by the Project biologist the spring prior to construction. The limits of each plant location within the impact area shall be clearly delineated with brightly colored flagging. The plants shall be mitigated by transplantation (for matilija poppy), bulb collection (mariposa lily), and seed collection (both matilija poppy and mariposa lily). The plants, seeds or bulbs shall then be placed into a suitable mitigation site in the undeveloped portion of the Project site or at an approved off-site location. A qualified biologist shall be selected by the Project Applicant to prepare and implement the mitigation plan. The detailed mitigation plan will include the following requirements and be approved by the City of Corona prior to issuance of the grading permit:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Seed ripeness will be monitored every two weeks by a qualified biologist and/or a qualified seed collector at the existing locations of lilies and poppies to determine when the seeds are ready for collection. A</li> </ul>	<p>Pre-Construction; Prior to issuance of the clearing and grubbing, and/or grading permits</p>	<p>Pre-Construction; Post-Construction</p>	<p>City of Corona Community Development and Public Works Departments</p>			



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT					
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Remarks					
<p>qualified seed collector shall collect all of the seeds from the plants to be impacted when the seeds are ripe. The seeds shall be cleaned and stored by a qualified nursery or institution with appropriate storage facilities.</p> <p><input type="checkbox"/> Following the seed collection, the bulbs/plants shall be removed by bulb/plant collection, block transplantation method, or root cuttings, whichever is believed to be the most successful method for each species. The bulbs/plants shall either be transplanted directly or stored by a qualified nursery or institution with appropriate storage facilities. If the bulbs/plants are collected and the block transplantation method is not used, then the top 12 inches of topsoil from the lily/poppy locations shall be scraped, stockpiled, and used at the selected mitigation site.</p> <p><input type="checkbox"/> The mitigation site shall be located in dedicated open space on the Project site or at an off-site mitigation site. The mitigation site will not be within the road easement and will not be located in a fuel modification zone. The mitigation site shall not attempt to enhance existing populations and shall not be impacted by any pesticides or herbicides used on adjacent properties.</p> <p><input type="checkbox"/> The lily/poppy mitigation site shall be prepared for seeding as described in a conceptual restoration plan.</p> <p><input type="checkbox"/> The topsoil shall be respread in the selected location as approved by the Project biologist. Approximately 60 to 80 percent of the seeds and bulbs/plants</p>					



**TABLE 13-1 Foothill Parkway Environmental Impact Report  
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<p>collected shall be spread/placed in the fall following soil preparation. The remainder of the seed and bulbs/plants shall be kept in storage for subsequent seeding, if necessary.</p> <p><input type="checkbox"/> A detailed maintenance and monitoring plan shall be developed by a qualified biologist. The plan shall include detailed descriptions of maintenance appropriate for the mitigation site, monitoring requirements, and annual report requirements, and shall have the full authority to suspend any operation in the study area which is, in the qualified biologist's opinion, not consistent with the restoration plan. Any disputes regarding the consistency of an action with the restoration plan shall be resolved by the City of Corona and the biologist.</p> <p><input type="checkbox"/> The performance criteria for intermediate mariposa lily and Coulter's matilija poppy will be 80 percent of transplanted bulbs/plants established within the mitigation site producing leaves each year of the long-term maintenance and monitoring program. If the performance criteria is not achieved following the first season, remediation measures shall be implemented prior to seeding with the remaining contingency seed and bulbs. Remedial measures shall include at a minimum: soils testing, control of invasive species, soil amendments, and physical disturbance (to provide scarification of the seed) of the planted areas by raking or similar actions. Additional mitigation measures may be suggested as determined appropriate by the Project biologist.</p>						





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<p><b>Special Status Wildlife - Least Bell's Vireo</b></p> <p>The habitat creation included in Mitigation Measure 5.7-2a will be required to mitigate for impacts on the least Bell's vireo. In addition, the following conditions will apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Vegetation clearing activities shall occur during the non-breeding season (September 16 to March 14). If the construction is scheduled to occur during the breeding season, a pre-construction protocol survey will be conducted the spring/summer prior to construction to confirm the absence of this species from the impact area and vicinity (i.e., within 500 feet) prior to the start of construction activities.</li> <li><input type="checkbox"/> The 2008 focused survey results shall be provided to the USACE, USFWS, and CDFG for consideration during jurisdictional permitting and review of the revised DBESP.</li> </ul>	Pre-Construction Construction	Pre-Construction; Construction	City of Corona Community Development and Public Works Departments			
<p><b>Special Status Wildlife - Burrowing Owl</b></p> <p>Pursuant to the MSHCP Objective 6, for burrowing owl, a pre-construction burrowing owl survey shall be conducted prior to issuance of a grading permit to verify the presence/absence of the owl on the Project site. Within thirty days of the onset of construction activities, a qualified biologist shall survey within 500 feet of the Project site for the presence of any active owl burrows. Any active burrow found during survey efforts shall be mapped on the construction plans. If no active burrows are found, no further mitigation would be required. Results of the surveys shall be provided to the City of Corona.</p> <p>If nesting activity is present at an active burrow, the active site shall be protected until nesting activity has ended to ensure</p>	Pre-Construction; Prior to issuance of grading permits	Pre-Construction; Construction	City of Corona Community Development and Public Works Departments			



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<p>compliance with Section 3503.5 of the California Fish and Game Code. Nesting activity for burrowing owl in the region normally occurs between March and August. To protect the active burrow, the following restrictions to construction activities shall be required until the burrow is no longer active as determined by a qualified biologist: (1) clearing limits shall be established within a 500-foot buffer around any active burrow, unless otherwise determined by a qualified biologist, and (2) access and surveying shall be restricted within 300 feet of any active burrow, unless otherwise determined by a qualified biologist. Any encroachment into the buffer area around the active burrow shall only be allowed if the biologist determines that the proposed activity will not disturb the nest occupants. Construction can proceed when the qualified biologist has determined that fledglings have left the nest.</p> <p>If an active burrow is observed during the non-nesting season, the nest site shall be monitored by a qualified biologist, and when the raptor is away from the nest, the biologist will either actively or passively relocate the burrowing owl based on direction from the WRC RCA. The biologist shall then remove the burrow so the burrowing owl cannot return to the burrow.</p> <p>Seven days prior to the onset of construction activities during the raptor nesting season (February 1 to June 30), a qualified biologist shall survey within 500 feet of the Project impact area for the presence of any active raptor nests (common or special status). Any nest found during survey efforts shall be mapped on the construction plans. If no active nests are found, no further mitigation would be required. Results of the surveys shall be provided to the CDFG.</p>					
5.7-6c	Pre-Construction; Prior to issuance of the clearing and grubbing, and/or grading permits	Pre-Construction	City of Corona Community Development and Public Works Departments		



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<p>If nesting activity is present at any raptor nest site, the active site shall be protected until nesting activity has ended to ensure compliance with Section 3503.5 of the California Fish and Game Code. To protect any nest site, the following restrictions to construction activities are required until nests are no longer active as determined by a qualified biologist: (1) clearing limits shall be established within a 500-foot buffer around any occupied nest, unless otherwise determined by a qualified biologist, and (2) access and surveying shall be restricted within 300 feet of any occupied nest, unless otherwise determined by a qualified biologist. Any encroachment into the buffer area around the known nest shall only be allowed if the biologist determines that the proposed activity will not disturb the nest occupants. Construction can proceed when the qualified biologist has determined that fledglings have left the nest.</p> <p>If an active nest is observed during the non-nesting season, the nest site shall be monitored by a qualified biologist, and when the raptor is away from the nest, the biologist will flush any raptor to open space areas. A qualified biologist, or construction personnel under the direction of the qualified biologist, shall then remove the nest site so raptors cannot return to a nest.</p>					
5.7-7b	Pre-Construction; Post-Construction; Operation	Pre-Construction; Post-Construction; Operation	City of Corona Community Development and Public Works Departments		
5.7-7d	Pre-Construction; Prior to issuance of permits	Construction	City of Corona Community		



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<p>consider the invasive, non-native plant species listed in the MSHCP and will require revisions to landscaping plans to avoid the use of invasive species for the landscaping adjacent to the MSHCP Conservation Area. Considerations in reviewing the applicability of this list will include proximity of planting areas to the MSHCP Conservation Areas, species considered in the planting plans, resources being protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to plant and seed dispersal, such as walls, topography and other features.</p>	of the landscape plans		Development and Public Works Departments		
<p>Where appropriate, barriers shall be placed in individual Project designs to minimize unauthorized public access, domestic animal predation, illegal trespass or dumping in the MSHCP Conservation Area. Such barriers may include native landscaping, rocks/boulders, fencing, walls, signage and/or other appropriate mechanisms.</p>	Pre-Construction	Pre-Construction; Construction	City of Corona Community Development and Public Works Departments		
<p><b>5.7-7e</b></p>					
<b>Public/Quasi-Public Lands</b>					
<p>The DBESP Report includes replacement of Public/Quasi-public land permanently impacted by the proposed alignment through the purchase of equivalent or superior quality habitat at a 1:1 ratio that shall be dedicated in fee title or conservation easement to the Western Riverside County Regional Conservation Authority. The resource agencies shall review the proposed acquisition to ensure that the lands to be acquired by the City of Corona are of equivalent or superior quality to the Public/Quasi-public lands impacted by the proposed alignment. The dedicated lands shall be managed by the Western Riverside County Regional Conservation Authority in a manner that is consistent with the goals of the MSHCP.</p>	Pre-Construction	Construction	City of Corona Community Development and Public Works Departments		
<p><b>5.7-8</b></p>					



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Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
Remarks					
<b>Jurisdictional Impacts</b>					
5.7-9	Refer to Mitigation Measures 5.7-2a and 5.7-2b	Pre-Construction; Construction	City of Corona Community Development and Public Works Departments		
<b>CULTURAL RESOURCES</b>					
<b>Historic Resources</b>					
5.8-1a	Recordation. If the historic arroyo stone footbridge is demolished or relocated, recordation (by photographs, measured drawings, and narrative) of the historic resource shall be made in order to ensure a permanent record of the present appearance and context of the historical resource is maintained. Demolition/relocation and recordation of historic resources shall be according to Historic American Engineering Record (HAER) standards prior to any construction activities. Once the HAER documentation is approved by a designated Project architectural historian, who meets the Secretary of the Interior's Professional Qualification Standards, the resulting archival documentation shall be filed with the State Office of Historic Preservation, City of Corona Planning Department, and Corona Public Library, Heritage Room.	Pre-Construction; Prior to the issuance of demolition permits	City of Corona Community Development and Public Works Departments		
5.8-1b	Relocation. Relocate the historic arroyo stone footbridge to a comparable location/setting within the community, if feasible. Such relocation efforts shall be undertaken in accordance with a Relocation Plan prepared by a qualified architectural historian, historic architect, or historic preservation professional that satisfies the Secretary of the Interior's Professional Qualifications Standards for History, Architectural History, or Architecture. The Relocation Plan shall include relocation methodology recommended by the National Park	Pre-Construction	City of Corona Community Development and Public Works Departments		



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<p>Service, which are outlined in the booklet entitled "Moving Historic Buildings," by John Obed Curtis (1979), and the Secretary of the Interior's Standards for the Treatment of Historic Properties, as applicable. Upon relocation of the structure to the new site, any maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction work performed in conjunction with the relocation of the footbridge shall be undertaken in a manner consistent with the Standards. At the relocation site, provide a public information sign/plaque that explains why the resource is significant.</p>					
<p>5.8-1c Salvage. Offer the resource and/or elements of it to a local preservation group(s) for salvage or reuse, if relocation is not feasible.</p>	Pre-Construction	Pre-Construction; Construction	City of Corona Community Development and Public Works Departments		
<p>5.8-2a <b>Archaeological Resources</b> If archaeological resources are discovered during excavation and grading activities on-site, the contractor shall stop all work and shall retain a qualified archaeologist to evaluate the significance of the finding and appropriate course of action. Requirements may include, but not limited to, preservation, recordation, relocation, salvage, recovery, and/or collection of archaeological resources. The Project Contractor shall provide a reasonable period of time for salvage of discovered archaeological resources. Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed and the treatment of discovered Native American remains shall comply with State codes and regulations of the Native American Heritage Commission.</p>	Construction	Construction	City of Corona Community Development and Public Works Departments		



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<p>5.8-2b</p> <p>If human remains are discovered as a result of the Project during development, all activity shall cease immediately, and the Contractor shall notify the Riverside County Coroner's Office immediately pursuant to California Health and Safety Section 7050.5, and a qualified archaeologist and Native American monitor shall be contacted. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to California Public Resources Code Section 5097.98. The descendants or his or her authorized representative, with the permission of the City of Corona, may inspect the site of the discovery of the Native American remains and may recommend to the City or Project Contractor actions for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. Native American descendants shall complete their inspection and make their recommendation within 48 hours of their notification by the Native American Heritage Commission. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. If human remains are discovered, the City of Corona may be required to preserve, salvage, or relinquish the remains and associated items to the descendants for treatment, as well as recordation. The Project Contractor shall provide a reasonable period of time for salvage of discovered human remains.</p>	Construction	Construction	City of Corona Community Development and Public Works Departments			
<p><b>Paleontological Resources</b></p> <p>5.8-3a</p> <p>A qualified paleontologist shall be retained to examine earthwork spoils generated during construction activities. If paleontological resources are discovered, the Project Contractor shall stop all work and the paleontologist shall</p>	Construction	Construction	City of Corona Community Development and Public Works			



**TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<p>evaluate the significance of the finding and the appropriate course of action. Requirements may include, but not limited to, preservation, recordation, relocation, salvage, recovery, and/or collection of paleontological resources. The Project Contractor shall provide a reasonable period of time for salvage of discovered paleontological resources. Any measures applied shall include the preparation of a report meeting professional standards, which shall be submitted to the Riverside County Museum of Natural History.</p>			Departments		
<p>5.8-3b A pre-construction meeting shall be conducted in which the Project paleontologist shall explain procedures necessary to protect and safely mitigate impacts to potentially significant fossil materials for study and curation.</p>	Pre-Construction	Pre-Construction	City of Corona Community Development and Public Works Departments		
<b>HYDROLOGY AND WATER QUALITY</b>					
<b>Water Quality -- Short-Term (Construction) Impacts</b>					
<p>5.9-1a Prior to approval of the Project plans and specifications, the City Engineer, or his designee, shall confirm that the plans and specifications stipulate that prior to the issuance of any grading permits, the Project Applicant shall be responsible for filing a Notice of Intent (NOI) and for filing the appropriate fees pursuant to the NPDES program. The Project Contractor shall incorporate stormwater pollution control measures into a SWPPP. A copy of the SWPPP shall be available and implemented at the construction site at all times. BMPs shall be implemented to the maximum extent possible in the following categories: soil stabilization, sediment control, wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control. BMPs may include, but not limited to, sandbag barriers, sediment</p>	Pre-Construction; Prior to the issuance of grading permits	Pre-Construction	City of Corona Public Works Department		





TABLE 13-1 Foothill Parkway Environmental Impact Report						
Mitigation Monitoring and Reporting Program						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
basins, debris removal wheel washes, biofiltration strips or swales, debris basins, hydro dynamic separators, and/or gross solid removal devices. Evidence that proper clearances have been obtained through the SWRCB, including coverage under the NPDES statewide General Stormwater Permit for Construction Activities, must be demonstrated.	Pre-Construction; Prior to the issuance of grading permits	Pre-Construction	City of Corona Public Works Department			
5.9-1b Prior to the approval of final Project plans and specifications, the City Engineer, or his designee, shall confirm that the plans and specifications stipulate that prior to the issuance of grading permits, on-site drainage plans shall be in compliance with the NPDES guidelines. BMPs may include, but not be limited to, sandbag barriers, sediment basins, debris removal wheel washes, biofiltration strips or swales, debris basins, hydro dynamic separators, and/or gross solid removal devices.	Pre-Construction; Prior to the issuance of permits of the street improvement plans	Pre-Construction	City of Corona Public Works Department			
5.9-1c Prior to the approval of final Project plans and specifications, the City Engineer, or his designee, shall confirm that the plans and specifications illustrate that the proposed alignment complies with the DAMP guidelines and procedures. The proposed alignment is required to implement pollution prevention, treatment controls, and construction BMPs consistent with the requirements of DAMP. BMPs may include, but not limited to, biofiltration strips or swales, debris basins, hydro dynamic separators, and/or gross solid removal devices. During final design of the proposed alignment, the type, selection, and sizing of biofiltration strips or swales, and debris basins shall be specified and illustrated on Project plans and specifications.	Construction	Construction	City of Corona Public Works Department			
5.9-1d In the event that previously unknown soil or groundwater contamination is encountered during Project construction, construction activities shall be suspended and appropriate						



TABLE 12-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
Remarks					
<p>health and safety procedures shall be implemented, including implementation of an appropriate remediation strategy that is approved by the City and Department of Toxic Substance Control. If concentrations of materials are detected above regulatory cleanup levels during demolition or construction activities, the following mitigation measure shall include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Excavation and disposal at a permitted off-site facility;</li> <li><input type="checkbox"/> On-site treatment; or</li> <li><input type="checkbox"/> Other measures as appropriate.</li> </ul> <p>Should contamination levels be in excess of acceptable Federal, State, and/or County of Riverside levels, a remedial action plan (subject to approval by the Department of Toxic Substance Control, Riverside County Department of Environmental Health, and responsible regulatory agencies) shall be implemented to reduce contaminants to acceptable levels. Additionally, refer to Mitigation Measure 5.3-1k in Section 5.3. PUBLIC HEALTH AND SAFETY.</p>					
<b>Water Quality -- Long-Term (Operational) Impacts</b>					
<p>The following BMPs shall be utilized for development of the proposed roadway alignment for the Foothill Parkway extension Project:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Excavation within and outside the existing basin RCFC&amp;WCD RW to retain the original storage volume through extending the southern end of the basin approximately 150 feet;</li> <li><input type="checkbox"/> Construction of a new low-level outlet upgraded to be consistent with other debris basin outlet structures constructed by RCFC&amp;WCD;</li> </ul>	Construction	Construction	City of Corona Public Works Department		
5.9-2					



**TABLE 13-1 FOOTHILL PARKWAY ENVIRONMENTAL IMPACT REPORT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance	
				Initials	Date
<input type="checkbox"/> Construction of an extension of the existing spillway, which would consist of a triple-box culvert; and <input type="checkbox"/> New access ramps to the bottom of the roadway and perimeter access roadway.					
<b>Groundwater</b>					
5.9-3	No mitigation measures are required.				
<b>Drainage Patterns -- Erosion/Siltation</b>					
5.9-4	No mitigation measures are required.				
<b>Drainage Patterns -- Flooding</b>					
5.9-5	No mitigation measures are required.				
<b>Drainage Patterns -- Drainage System Capacity</b>					
5.9-6	During the PS&E Phase a design level Hydraulic Report shall be prepared and include an analysis of hydrologic conditions for the proposed alignment and recommend specific drainage improvement required to accommodate storage volumes and flood protection for existing and future runoff, such as culvert, detention basins, and debris basins. This report shall be subject to review and approval by the City Engineer.	Pre-Construction	City of Corona Public Works Department		
<b>GEOLOGIC AND SEISMIC HAZARDS</b>					
<b>Soils</b>					
5.10-1	Refer to Mitigation Measures 5.9-1a through 5.9-1c in Section 5.9, HYDROLOGY AND WATER QUALITY.	Pre-Construction; Construction	City of Corona Public Works Department		
<b>Fault Rupture</b>					
5.10-2	Prior to the approval of final Project plans and specifications, the City Engineer, or his designee, shall confirm that the plans and specifications illustrate the proposed alignment complies with Uniform Building Code and the most current engineering standards related to design and siting for seismic hazards.	Pre-Construction; Prior to the issuance of permits of the street improvement plans	City of Corona Public Works Department		



TABLE 13-1 FOOHILL PARKWAY ENVIRONMENTAL IMPACT REPORT						
MITIGATION MONITORING AND REPORTING PROGRAM						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<b>Seismic Ground Shaking</b>						
5.10-3a	Prior to the issuance of a grading permit, a site-specific geotechnical report shall be prepared by a registered geologist or soils engineer and submitted to the City Engineer, or his designee, for approval. The geotechnical report shall provide construction recommendations to minimize impacts related to seismic ground shaking. All recommendations in the geotechnical report shall be implemented during site preparation, grading, and construction.	Pre-Construction; Prior to issuance of grading permit	Construction	City of Corona Public Works Department		
5.10-3b	Prior to the approval of final Project plans and specifications, the City Engineer, or his designee, shall confirm that the plans and specifications illustrate the proposed alignment complies with Uniform Building Code and the most current engineering standards related seismic ground shaking.	Pre-Construction; Prior to the issuance of permits of the street improvement plans	Pre-Construction	City of Corona Public Works Department		
<b>Liquefaction</b>						
5.10-4a	Prior to the issuance of a grading permit, a site-specific geotechnical report shall be prepared by a registered geologist or soils engineer and submitted to the City Engineer, or his designee, for approval. The geotechnical report shall provide construction recommendations to minimize impacts related to liquefaction. All recommendations in the geotechnical report shall be implemented during site preparation, grading, and construction.	Pre-Construction; Prior to issuance of grading permit	Construction	City of Corona Public Works Department		
5.10-4b	Prior to the approval of final Project plans and specifications, the City Engineer, or his designee, shall confirm that the plans and specifications illustrate the proposed alignment complies with Uniform Building Code and the most current engineering standards related design for development on liquefiable soils.	Pre-Construction; Prior to issuance of grading permit	Pre-Construction	City of Corona Public Works Department		
<b>Landslides</b>						
5.10-5	No mitigation measures are required.					



TABLE 13-1 Foothill Parkway Environmental Impact Report						
Mitigation Monitoring and Reporting Program						
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcing Agency	Verification of Compliance		
				Initials	Date	Remarks
<b>Expansive Soils/Slope Stability</b>						
5.10-6a	Cut slopes which expose loose sands and gravels shall be required to include over excavation and replacement with a drained stabilization fill.	Construction	City of Corona Public Works Department			
5.10-6b	Fill slopes shall be designed at a two to one ratio (or flatter), in a horizontal to vertical direction. Locally steeper fill slopes shall be considered but shall be constructed with geosynthetics to enhance the shear strength of fill materials. Higher compaction standards, which are typically 93 percent of the laboratory maximum dry density, should be implemented in deeper fills of greater than 40 feet to enhance engineering characteristics and reduce the amount of potential settlement. Subsurface drainage devices shall be installed below fills to intercept and direct water that may seep from the bedrock or be introduced from the surface.	Pre-Construction; Prior to the issuance of grading permits	City of Corona Public Works Department			
5.10-6c	Natural slopes that expose loose sands and gravels shall require and include over excavation and replacement with a drained stabilization fill/shear key.	Construction	City of Corona Public Works Department			
5.10-6d	To ensure stability of expansive soils, the following techniques shall be followed: proper design of foundations, slabs, streets and other improvements subject to the influence of soils; over excavation of the expansive soils and replacement with less expansive fill soils; utilizing selective grading techniques to place more highly expansive soils well below foundation elements; employment of presaturation techniques to lessen expansion potential; control of surface and subsurface drainages to prevent moisture variations; and combinations of these various techniques.	Construction	City of Corona Public Works Department			



1  
2 D. CITY has budgeted and awarded a contract for the construction of the  
3 Foothill Parkway Westerly Extension Project, hereinafter called "ROADWAY EXTENSION",  
4 located within the southwesterly limits of the City of Corona and within the unincorporated  
5 area of Riverside County. The proposed ROADWAY EXTENSION will extend the existing  
6 Foothill Parkway for approximately two (2) miles by constructing a four-lane arterial roadway  
7 from approximately 600 feet west of Skyline Drive to Green River Road in the vicinity of  
8 Paseo Grande. The construction of ROADWAY EXTENSION will also include, but is not  
9 limited to, the following elements: (i) Conduit for Southern California Edison, AT&T, CITY'S  
10 fiber optic and street lights, and Time Warner, hereinafter called "DRY UTILITIES"; (ii)  
11 Domestic water lines, hereinafter called "WATER LINES", (iii) a recycled water line,  
12 hereinafter called "RECYCLED WATER LINE"; (iv) Line C storm drain, Lateral M-1 storm  
13 drain, Line E storm drain, Lateral K-2 storm drain, Lateral E-WQ-2 storm drain, water quality  
14 basin no. 3, and water quality basin no. 4, hereinafter together called "ROADWAY  
15 DRAINAGE SYSTEM", (v) realignment of Mabey Canyon Road, hereinafter called "MABEY  
16 CYN ROAD REALIGNMENT", (vi) realignment of Chase Drive, hereinafter called "CHASE  
17 DR REALIGNMENT", and (vii) curb and gutter, guardrail, sidewalks, vegetated swale and  
18 street lighting, hereinafter called "ROADWAY APPURTENANCES". Altogether, DRY  
19 UTILITIES, WATER LINES, RECYCLED WATER LINE, ROADWAY DRAINAGE  
20 SYSTEM, MABEY CYN ROAD REALIGNMENT, CHASE DR REALIGNMENT, and  
21 ROADWAY APPURTENANCES are hereinafter called "ROADWAY FEATURES"; and

22 E. The alignment of ROADWAY EXTENSION passes through portions of  
23 MABEY BASIN R/W, as shown in concept in green on Exhibit "A" attached hereto and made  
24 a part hereof, and KROONEN CHANNEL R/W as shown in concept in blue on Exhibit "A".  
25 In addition, portions of certain ROADWAY FEATURES are to be located within or adjacent to  
26 the DISTRICT'S EXISTING FACILITIES and within or adjacent to DISTRICT'S EXISTING  
27 R/W. Therefore, CITY proposes to modify and/or reconfigure (i) MABEY DEBRIS BASIN as  
28

1 shown on District Drawing No. 2-0438; and (ii) KROONEN CHANNEL as shown on District  
2 Drawing No. 2-0437, as part of ROADWAY EXTENSION; and

3  
4 F. CITY proposes to modify DISTRICT'S EXISTING FACILITIES as  
5 follows:

- 6 (i) MABEY DEBRIS BASIN: (a) raise the easterly embankment to  
7 accommodate a segment of the proposed ROADWAY  
8 EXTENSION and its associated WATER LINES, RECYCLED  
9 WATER LINE, and DRY UTILITIES, hereinafter together called  
10 "EMBANKMENT", (b) construct all WATER LINES, RECYCLED  
11 WATER LINE and DRY UTILITIES within the EMBANKMENT,  
12 (c) construct a triple cell 18'W x8.5'H reinforced concrete box  
13 culvert to extend the existing spillway underneath the proposed  
14 ROADWAY EXTENSION, hereinafter called "TRIPLE CELL  
15 RCB", (d) re-configure the basin bottom footprint, hereinafter called  
16 "NEW BASIN FOOTPRINT", (e) remove the existing low flow  
17 outlet tower, (f) construct a new outlet structure, hereinafter called  
18 "NEW OUTLET STRUCTURE", (g) extend the existing 30"  
19 reinforced concrete pipe to the new outlet structure, hereinafter  
20 called "OUTLET PIPE EXTENSION", (h) construct a new basin  
21 inlet channel, hereinafter called "NEW BASIN INLET", (i) remove  
22 the existing erosion control structure, (j) construct a new erosion  
23 control structure and a terrace drain, hereinafter called "NEW  
24 EROSION CONTROL STRUCTURE AND DRAIN", (k) modify  
25 the existing access ramps, hereinafter called "MODIFIED ACCESS  
26 RAMPS" and (l) construct a new access road with gates, chain link  
27 fence, and guardrail, hereinafter together called "NEW ACCESS  
28 ROAD". The above referenced modifications to MABEY DEBRIS



1 BASIN, items a through l inclusive, are hereinafter called "MABEY  
2 DEBRIS BASIN MODIFICATIONS". Together, TRIPLE CELL  
3 RCB, NEW BASIN FOOTPRINT, NEW OUTLET STRUCTURE,  
4 OUTLET PIPE EXTENSION, NEW BASIN INLET, NEW  
5 EROSION CONTROL STRUCTURE AND DRAIN, MODIFIED  
6 ACCESS RAMPS and NEW ACCESS ROAD are hereinafter called  
7 "MODIFIED MABEY DEBRIS BASIN"; and  
8

- 9 (ii) KROONEN CHANNEL: (a) remove the existing concrete channel  
10 and its associated levees and access roads, (b) construct an  
11 underground storm drain system consists of a new inlet structure  
12 and an approximately 1,000 lineal feet of reinforced concrete pipe  
13 that will connect to the existing 9'W x10'H reinforced concrete box  
14 at Mangular Avenue, hereinafter called "NEW KROONEN STORM  
15 DRAIN", (c) construct several removable debris posts, hereinafter  
16 called "DEBRIS POSTS", and (d) construct an access road with  
17 turnaround, gates, and chain link fence, hereinafter called "ACCESS  
18 ROAD". The above referenced modifications to KROONEN  
19 CHANNEL, items a through d inclusive, are hereinafter called  
20 "KROONEN CHANNEL MODIFICATIONS". Together, NEW  
21 KROONEN STORM DRAIN, DEBRIS POSTS, and ACCESS  
22 ROAD are hereinafter called "MODIFIED KROONEN STORM  
23 DRAIN"; and

24 G. CITY will own, operate and maintain: (i) EMBANKMENT from the top  
25 of street surface down to a point based on the lowest trench bottom elevation of WATER  
26 LINES, RECYCLED WATER LINE, or DRY UTILITIES, and (ii) all associated WATER  
27 LINES, RECYCLED WATER LINE and DRY UTILITIES, hereinafter together called "CITY  
28 EMBANKMENT" while DISTRICT will own, operate and maintain the remainder

1 EMBANKMENT including the slope face of EMBANKMENT, hereinafter called "DISTRICT  
2 EMBANKMENT". In addition to CITY EMBANKMENT, CITY will also own, operate and  
3 maintain portions of ROADWAY EXTENSION and certain ROADWAY FEATURES to be  
4 located within DISTRICT'S EXISTING R/W or within rights of way created in favor of  
5 DISTRICT in connection with DISTRICT FACILITIES (defined in Recital H below) as further  
6 detailed in the EXCHANGE AGREEMENT (defined in Recital M.(ii) below), hereinafter  
7 called "PROPOSED R/W". Together, ROADWAY EXTENSION, ROADWAY FEATURES  
8 and CITY EMBANKMENT are hereinafter called "CITY FACILITIES"; and  
9

10 H. DISTRICT will own, operate and maintain MODIFIED MABEY  
11 DEBRIS BASIN, MODIFIED KROONEN STORM DRAIN and DISTRICT  
12 EMBANKMENT. Together, MODIFIED MABEY DEBRIS BASIN, MODIFIED KROONEN  
13 STORM DRAIN and DISTRICT EMBANKMENT are hereinafter called "DISTRICT  
14 FACILITIES"; and

15 I. Altogether, ROADWAY EXTENSION, MABEY DEBRIS BASIN  
16 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS are hereinafter called  
17 "PROJECT"; and

18 J. Acting as Lead Agency pursuant to the California Environmental Quality  
19 Act, CITY has certified a Final Environmental Impact Report for PROJECT (State  
20 Clearinghouse Number 2007061044) on or about February 5, 2009; and

21 K. CITY desires DISTRICT to accept ownership and responsibility for the  
22 operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review  
23 and approve CITY'S plans and specifications for MABEY DEBRIS BASIN  
24 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS. In addition, DISTRICT  
25 must inspect the construction of MABEY DEBRIS BASIN MODIFICATIONS and  
26 KROONEN CHANNEL MODIFICATIONS; and

27 L. DISTRICT is willing to: (i) review and approve, as appropriate, CITY'S  
28 plans and specifications for MABEY DEBRIS BASIN MODIFICATIONS and KROONEN

1 CHANNEL MODIFICATIONS, (ii) inspect the construction of MABEY DEBRIS BASIN  
2 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS, (iii) authorize CITY to  
3 operate and maintain CITY FACILITIES within DISTRICT'S EXISTING R/W or PROPOSED  
4 R/W, and (iv) accept ownership and responsibility for the operation and maintenance of  
5 DISTRICT FACILITIES, provided: (i) CITY complies with all of the terms and conditions set  
6 forth herein, (ii) CITY constructs MABEY DEBRIS BASIN MODIFICATIONS and  
7 KROONEN CHANNEL MODIFICATIONS in accordance with DISTRICT and CITY  
8 approved plans and specifications, (iii) CITY obtains and conveys to DISTRICT all necessary  
9 rights of way for the re-construction, repair, operation and maintenance of DISTRICT  
10 FACILITIES as set forth herein, (iv) CITY FACILITIES that are to be located within or  
11 adjacent to DISTRICT'S EXISTING R/W or PROPOSED R/W and their associated use(s) are  
12 compatible with and will not adversely affect the primary purpose and function of DISTRICT'S  
13 EXISTING FACILITIES or proposed DISTRICT FACILITIES, (v) CITY FACILITIES will  
14 not unduly interfere with DISTRICT'S ability to operate and maintain DISTRICT'S EXISTING  
15 FACILITIES, MODIFIED MABEY DEBRIS BASIN, MODIFIED KROONEN STORM  
16 DRAIN or DISTRICT EMBANKMENT, and (vi) CITY is willing to indemnify and hold  
17 DISTRICT harmless against any claim or cause of action resulting from (a) CITY'S design and  
18 construction of PROJECT, (b) CITY'S use of DISTRICT'S EXISTING R/W or PROPOSED  
19 R/W or CITY'S responsibilities in connection therewith or the condition thereof, and (c) the  
20 public's use of PROJECT within DISTRICT'S EXISTING R/W or PROPOSED R/W; and  
21

22 M. Associated with the execution of this Agreement, DISTRICT and CITY  
23 anticipate entering into a separate agreement entitled "Agreement for the Exchange of Real  
24 Property", hereinafter called "EXCHANGE AGREEMENT", to accomplish the necessary  
25 transfers of fee and easement interests for (i) certain DISTRICT owned lands within  
26 EXISTING R/W from the DISTRICT to CITY for the PROJECT, and (ii) any additional rights  
27 of way, deemed necessary by DISTRICT, procured by the CITY for the DISTRICT'S re-  
28 construction, repair, operation and maintenance of DISTRICT FACILITIES.

1 N. DISTRICT and CITY acknowledge it is in the best interest of the public  
2 to proceed with this Cooperative Agreement.

3 NOW, THEREFORE, the parties hereto mutually agree as follows:

4 SECTION I

5 CITY shall:

6 1. Pursuant to the California Environmental Quality Act (CEQA), act as  
7 Lead Agency and assume responsibility for preparation, circulation and adoption of all  
8 necessary and appropriate CEQA documents pertaining to the construction, operation and  
9 maintenance of PROJECT.

10 2. Prepare or cause to be prepared, plans and specifications for PROJECT,  
11 hereinafter called "PROJECT IMPROVEMENT PLANS", including separate plan sets and  
12 specifications for MABEY DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL  
13 MODIFICATIONS, hereinafter called "DRAINAGE PLANS", in accordance with all  
14 applicable DISTRICT and CITY standards.

15 3. Submit DRAINAGE PLANS to DISTRICT for review and approval.

16 4. [THIS SECTION INTENTIONALLY LEFT BLANK]

17 5. [THIS SECTION INTENTIONALLY LEFT BLANK]

18 6. Obtain all necessary licenses, agreements, permits, approvals, rights of  
19 way, rights of entry and temporary construction easements as may be needed to construct,  
20 operate and maintain PROJECT.

21 7. Prior to commencing PROJECT construction, furnish DISTRICT with  
22 copies of all permits, approvals or agreements as may be required by any Federal, State or  
23 local resource and/or regulatory agency for the construction, operation and maintenance of  
24 PROJECT, hereinafter called "REGULATORY PERMITS", for review and approval.  
25 REGULATORY PERMITS include but are not limited to those permits and approvals issued  
26 by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board,  
27  
28

1  
2 California State Department of Fish and Wildlife, State Water Resources Control Board, and  
3 Western Riverside County Regional Conservation Authority.

4 8. Grant DISTRICT, by execution of this Cooperative Agreement, the right  
5 to enter upon property owned or controlled by CITY where necessary and convenient for the  
6 purpose of gaining access to, and performing inspection service for, the construction of  
7 MABEY DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL  
8 MODIFICATIONS as set forth herein.

9 9. Not permit any change to, or modification of, the DISTRICT and CITY  
10 approved DRAINAGE PLANS without the prior written permission and consent of  
11 DISTRICT.

12 10. Obtain an encroachment permit from DISTRICT pursuant to its rules and  
13 regulations prior to commencing construction of any improvements, except for the MABEY  
14 DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS as  
15 shown in DISTRICT and CITY approved DRAINAGE PLANS, within DISTRICT'S  
16 EXISTING R/W or PROPOSED R/W.

17 11. Construct, or cause to be constructed, PROJECT pursuant to a CITY  
18 administered public works construction contract.

19 12. Furnish, or cause its construction manager to furnish, all construction  
20 survey and materials testing services necessary to construct PROJECT.

21 13. Inspect PROJECT construction or cause PROJECT construction to be  
22 inspected by its construction manager.

23 14. Furnish DISTRICT with the final mylar plans for MABEY DEBRIS  
24 BASIN MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS, and assign  
25 ownership of said plans to DISTRICT prior to commencing construction on any portions of  
26 PROJECT within DISTRICT'S EXISTING R/W or PROPOSED R/W.

27 15. Notify DISTRICT in writing (Attention: Administrative Services Section)  
28 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not

1  
2 begin on any portion of PROJECT within DISTRICT'S EXISTING R/W or PROPOSED R/W,  
3 for any reason whatsoever, until DISTRICT has issued to CITY a written Notice to Proceed  
4 authorizing CITY to initiate PROJECT construction.

5 16. Between October 1<sup>st</sup> and March 31<sup>st</sup>, not allow its contractor(s) to perform  
6 PROJECT construction or related activities within DISTRICT'S EXISTING R/W unless  
7 specifically authorized in writing by the DISTRICT'S General Manager-Chief Engineer.

8 17. Obtain and provide DISTRICT, as part of CITY'S written notice of intent  
9 to construct PROJECT as set forth in Section I.15., with proof of recordation of grant deed(s)  
10 for fee title where appropriate, for the rights of way deemed necessary by DISTRICT for the  
11 re-construction, repair, operation and maintenance of DISTRICT FACILITIES. The grant  
12 deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and  
13 equitable owners of the property described in the grant deed(s).

14 18. Furnish DISTRICT, as part of CITY'S written notice of intent to construct  
15 PROJECT as set forth in Section I.15., with a complete list of all contractors and  
16 subcontractors to be performing work on MABEY DEBRIS BASIN MODIFICATIONS and  
17 KROONEN CHANNEL MODIFICATIONS, including the corresponding license number and  
18 license classification of each. At such time, CITY shall further identify in writing its  
19 designated superintendent for construction of MABEY DEBRIS BASIN MODIFICATIONS  
20 and KROONEN CHANNEL MODIFICATIONS.

21 19. Furnish DISTRICT, as part of CITY'S written notice of intent to construct  
22 PROJECT as set forth in Section I.15., a construction schedule which shall show the order and  
23 dates in which CITY or CITY'S contractor proposes to carry out on the various parts of work  
24 associated with ROADWAY FEATURES, MABEY DEBRIS BASIN MODIFICATIONS and  
25 KROONEN CHANNEL MODIFICATIONS, including estimated start and completion dates.  
26 As the construction progresses, CITY shall update PROJECT construction schedule as  
27 requested by DISTRICT.  
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1  
2 20. Furnish DISTRICT, as part of CITY'S written notice of intent to construct  
3 PROJECT as set forth in Section I.15., a confined space procedure specific to DISTRICT  
4 FACILITIES. The procedure shall comply with requirements contained in California Code of  
5 Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit  
6 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure  
7 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

8 21. Comply with all Cal/OSHA safety regulations including regulations  
9 concerning confined space and maintain a safe working environment for DISTRICT and CITY  
10 employees on the site.

11 22. Prior to commencing construction of ROADWAY FEATURES, MABEY  
12 DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS,  
13 schedule and conduct a mandatory pre-construction meeting between CITY, CITY'S  
14 construction manager, CITY'S construction contractor(s), DISTRICT and other affected  
15 entities. CITY shall notify DISTRICT (Attention: Development Review Section) in writing at  
16 least twenty (20) days prior to conducting the pre-construction meeting.

17 23. Provide DISTRICT, as part of CITY'S written notice of intent to construct  
18 PROJECT as set forth in Section I.15., with copies of CITY'S written confirmation of CITY'S  
19 approval and acceptance of faithful performance and payment bonds posted by CITY'S  
20 contractor(s). The faithful performance and payment bonds, each being in the amount of not  
21 less than one hundred percent (100%) of the estimated cost for construction of MABEY  
22 DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS, as  
23 determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the  
24 approval of DISTRICT and CITY. The bonds shall remain in full force and effect until  
25 MABEY DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL  
26 MODIFICATIONS are accepted by DISTRICT as complete, at which time the faithful  
27 performance bond amount may be reduced to ten percent (10%) for a period of one year to  
28 guarantee against any defective work, labor or materials.

1  
2 24. During the term of construction of PROJECT, provide and maintain or  
3 require its construction contractor(s) to provide and maintain comprehensive liability  
4 insurance coverage which shall protect DISTRICT and County of Riverside from claims for  
5 damages for personal injury, including accidental and wrongful death, as well as from claims  
6 for property damage, which may arise from CITY'S construction of PROJECT or the  
7 performance of its obligations hereunder, whether such construction or performance be by  
8 CITY, the aforementioned construction contractor(s), or any subcontractors to said  
9 construction contractor(s), or by anyone employed directly or indirectly by said construction  
10 contractor(s) or subcontractors. Such insurance shall provide for coverage limits of not less  
11 than \$2,000,000 per occurrence and shall name DISTRICT and County of Riverside as  
12 additional insureds with respect to this Cooperative Agreement and the obligations of CITY  
13 hereunder. CITY shall also provide or require its contractor(s) to provide Workers'  
14 Compensation Insurance or a State-approved Self-Insurance Program in an amount and form  
15 to meet all applicable requirements of the Labor Code of the State of California, including  
16 Employer's Liability with \$1,000,000 limits, covering all persons providing services on behalf  
17 of PROJECT and all risks to such persons under this Cooperative Agreement. CITY shall  
18 require, or cause its contractor to require, the insurance carriers of the above required  
19 coverages to waive all rights of subrogation against DISTRICT, County of Riverside and  
20 CITY. Said insurance coverage shall be provided by an insurance company licensed to  
21 transact insurance business in the State of California, having an A.M. Best rating of A:VIII  
22 (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance indicating  
23 that the insurance is in full force and effect and that DISTRICT and County of Riverside are  
24 named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the  
25 insurance carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and  
26 CITY prior to any modification, cancellation, or reduction in coverage of said insurance.  
27  
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1  
2 Prior to CITY issuing a Notice to Proceed to its construction contractor(s)  
3 to begin construction of PROJECT, an original certificate(s) of insurance evidencing the  
4 required insurance coverage shall be provided to DISTRICT.

5 25. Require its construction contractor(s) to include DISTRICT as a third  
6 party beneficiary of any and all warranties of the contractor's work with regard to the MABEY  
7 DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS.

8 26. Within two (2) weeks of completing PROJECT construction, provide  
9 DISTRICT (Attention: Contract Administration Section) with written notice that PROJECT  
10 construction is substantially complete and requesting that DISTRICT conduct a final  
11 inspection of MABEY DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL  
12 MODIFICATIONS.

13 27. Upon completion of PROJECT construction but prior to DISTRICT'S  
14 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or  
15 cause its construction manager to provide DISTRICT with appropriate documentation  
16 necessary to establish that DISTRICT FACILITIES were constructed in accordance with the  
17 DISTRICT and CITY approved DRAINAGE PLANS.

18 28. Upon completion of PROJECT construction but prior to DISTRICT'S  
19 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or  
20 cause its civil engineer of record or construction civil engineer of record, duly registered in the  
21 State of California, to provide DISTRICT with a redlined "RECORD DRAWING" copy of  
22 plans for DISTRICT FACILITIES. After DISTRICT approval of the redlined RECORD  
23 DRAWING, CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined  
24 changes onto DISTRICT original mylars at DISTRICT'S office, after which, the engineer shall  
25 review, stamp and sign said original mylars RECORD DRAWING.

26 29. Upon completion of PROJECT construction but prior to DISTRICT'S  
27 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or  
28 cause to be conveyed to DISTRICT sufficient rights of way, in accordance with the provisions

1 as set forth herein and in the EXCHANGE AGREEMENT, in the form of flood control  
2 easements and/or fee simple title, including ingress and egress, in a form approved by  
3 DISTRICT, for the re-construction, repair, operation and maintenance of DISTRICT  
4 FACILITIES.

5  
6 30. At the time of recordation of the conveyance document(s) as set forth in  
7 Section I.29., furnish DISTRICT with policies of title insurance, each in the amount of not less  
8 than: (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
9 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the  
10 estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to  
11 DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all  
12 liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded),  
13 except those which, in the sole discretion of DISTRICT, are deemed acceptable.

14 31. Upon completion of PROJECT construction and settlement of any  
15 outstanding claims, but prior to DISTRICT'S acceptance of DISTRICT FACILITIES for  
16 ownership, operation and maintenance, provide DISTRICT with a copy of the CITY'S  
17 recorded Notice of Completion.

18 32. Accept ownership and sole responsibility for the operation and  
19 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility  
20 for the operation and maintenance of DISTRICT FACILITIES as set forth herein. CITY shall  
21 continue thereafter to own and have sole responsibility for the operation and maintenance of  
22 CITY FACILITIES so that CITY FACILITIES shall not create dangerous or unsafe conditions  
23 to DISTRICT FACILITIES.

24 33. Indemnify and hold DISTRICT harmless against any claim or cause of  
25 action resulting from (i) CITY'S design and construction of PROJECT, (ii) CITY'S use of  
26 DISTRICT'S EXISTING R/W or PROPOSED R/W or CITY'S responsibilities in connection  
27 therewith or the condition thereof, and (iii) the public's use of PROJECT within DISTRICT'S  
28 EXISTING R/W or PROPOSED R/W.

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2 34. Prior to commencing any modification, reconstruction or related activities  
3 within DISTRICT'S EXISTING R/W or PROPOSED R/W, obtain an encroachment permit  
4 from DISTRICT pursuant to its rule and regulations and comply with all provisions set forth  
5 therein.

6 35. Promptly repair, upon request by DISTRICT, any damage to CITY  
7 FACILITIES that is located within DISTRICT'S EXISTING R/W or PROPOSED R/W. It is  
8 further being understood and agreed that any such repair shall be performed at no cost to  
9 DISTRICT. Should CITY fail to perform all necessary restoration work as directed by  
10 DISTRICT within the time period prescribed, CITY shall reimburse DISTRICT for any and  
11 all costs incurred by DISTRICT or its Contractor(s) to perform said work.

12 36. Upon DISTRICT acceptance of DISTRICT FACILITIES construction as  
13 being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings  
14 and covers located within CITY rights of way which must be performed at such time(s) that  
15 the finished grade along and above the underground portions of DISTRICT FACILITIES are  
16 improved, repaired, replaced or changed. It being further understood and agreed that such  
17 adjustments shall be performed at no cost to DISTRICT.

18 37. Ensure that all work performed pursuant to this Cooperative Agreement  
19 by CITY, its agents or contractors is done in accordance with all applicable Federal, State and  
20 local laws and regulations, including but not limited to all applicable provisions of the Public  
21 Contract Code, Labor Code, Business and Professions Code, and Water Code. CITY shall be  
22 solely responsible for all costs associated with compliance with applicable laws and  
23 regulations.

24 38. Protect or require its construction contractor(s) to protect in place all  
25 existing survey monuments located within DISTRICT'S EXISTING R/W. CITY shall not  
26 relocate or permit its construction contractor(s) to relocate any existing survey monuments  
27 located within DISTRICT'S EXISTING R/W without the prior written permission and consent  
28 of DISTRICT.

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2 39. Relocate, or cause to be relocated, all conflicting DISTRICT owned  
3 monitoring pole(s) and associated conduits located within DISTRICT'S EXISTING R/W as  
4 directed by DISTRICT.

5 SECTION II

6 DISTRICT shall:

7 1. Act as a Responsible Agency under CEQA and take all necessary and  
8 appropriate actions to comply with CEQA in connection with DISTRICT'S approval of  
9 PROJECT and this Cooperative Agreement.

10 2. Review and approve DRAINAGE PLANS prior to the start of PROJECT  
11 construction.

12 3. Review and approve all necessary REGULATORY PERMITS prior to  
13 the start of PROJECT construction. DISTRICT approval of any such document(s) may be  
14 withheld when, in the sole judgment of DISTRICT'S General Manager-Chief Engineer, the  
15 said document(s): (i) impedes upon DISTRICT'S ability to perform all necessary operation  
16 and maintenance activities for DISTRICT'S EXISTING FACILITIES or the proposed  
17 DISTRICT FACILITIES, (ii) impedes upon CITY'S ability to perform all necessary operation  
18 and maintenance activities for CITY FACILITIES to be located within DISTRICT'S  
19 EXISTING R/W or PROPOSED R/W, or (iii) includes any stipulations that would result in  
20 additional mitigation obligations being placed upon DISTRICT for maintenance operations  
21 within DISTRICT'S EXISTING R/W or PROPOSED R/W.

22 4. Endeavor to issue CITY a written Notice to Proceed within twenty (20)  
23 days after receipt of CITY'S complete written notice as set forth in Section I.15.

24 5. Inspect the construction of MABEY DEBRIS BASIN MODIFICATIONS  
25 and KROONEN CHANNEL MODIFICATIONS.

26 6. [THIS SECTION INTENTIONALLY LEFT BLANK]

27 7. Subject to all terms and conditions as set forth in this Cooperative  
28 Agreement, grant CITY the right to construct, operate and maintain MABEY DEBRIS BASIN

1  
2 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS within DISTRICT'S  
3 EXISTING R/W upon the execution of this Cooperative Agreement or DISTRICT'S signing of  
4 DRAINAGE PLANS, whichever is later.

5 8. Accept ownership and responsibility for the operation and maintenance of  
6 DISTRICT FACILITIES upon: (i) CITY acceptance of PROJECT construction as being  
7 complete, (ii) DISTRICT inspection of MABEY DEBRIS BASIN MODIFICATIONS and  
8 KROONEN CHANNEL MODIFICATIONS in accordance with Section I.26., (iii) DISTRICT  
9 acceptance of MABEY DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL  
10 MODIFICATIONS construction as being complete, (iv) DISTRICT'S acceptance of  
11 DISTRICT FACILITIES construction as being complete, (v) DISTRICT receipt of appropriate  
12 engineering documentation as set forth in Section I.27., (vi) DISTRICT receipt of stamped and  
13 signed RECORD DRAWING of DISTRICT FACILITIES as set forth in Section I.28., (vii)  
14 execution of the EXCHANGE AGREEMENT between DISTRICT and CITY, (viii)  
15 recordation of all conveyance documents described in Section I.29., (ix) DISTRICT receipt of a  
16 copy of the CITY'S recorded Notice of Completion as set forth in Section I.31., (x) CITY  
17 acceptance of CITY FACILITIES for ownership, operation and maintenance, and (xi)  
18 DISTRICT'S sole determination that DISTRICT FACILITIES are in a satisfactorily maintained  
19 condition.

20 9. Upon CITY acceptance of CITY FACILITIES for ownership, operation  
21 and maintenance, grant permission to CITY to operate and maintain portions of CITY  
22 FACILITIES that are located within DISTRICT'S EXISTING R/W or PROPOSED R/W.

23 SECTION III

24 It is further mutually agreed:

25 1. Except as otherwise provided herein, all construction work involved with  
26 PROJECT shall be inspected by CITY, or its construction manager, but shall not be deemed  
27 complete until DISTRICT agrees in writing that construction of MABEY DEBRIS BASIN  
28 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS is completed.

1  
2           2. DISTRICT personnel may observe and inspect all work being done on  
3 MABEY DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL  
4 MODIFICATIONS, but shall provide any comments to CITY personnel, or its construction  
5 manager, who shall be solely responsible for all quality control communications with CITY'S  
6 construction contractor(s).

7           3. Between October 1<sup>st</sup> and March 31<sup>st</sup>, CITY shall not allow its  
8 contractor(s) to perform PROJECT construction or related activities within DISTRICT'S  
9 EXISTING R/W unless specifically authorized in writing by the DISTRICT'S General  
10 Manager-Chief Engineer. In addition, construction of MABEY DEBRIS BASIN  
11 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS shall be on a five (5) day,  
12 forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal  
13 holidays, unless otherwise approved in writing by DISTRICT. If CITY feels it is necessary to  
14 work more than the normal forty (40) hour work week or on holidays, CITY shall make a  
15 written request for permission from DISTRICT to work the additional hours. The request shall  
16 be submitted to DISTRICT at least 72 hours prior to the requested additional work hours and  
17 state the reasons for the overtime and the specific time frames required. The decision of  
18 granting permission for overtime work shall be made by DISTRICT at its sole discretion and  
19 shall be final. If permission is granted by DISTRICT, CITY will be charged the cost incurred  
20 at the overtime rates for additional inspection time required in connection with the overtime  
21 work.

22           4. CITY shall commence construction of MABEY DEBRIS BASIN  
23 MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS within twelve (12)  
24 months after execution of this Cooperative Agreement and shall complete construction within  
25 four hundred seventy-five (475) consecutive working days after commencing work on MABEY  
26 DEBRIS BASIN MODIFICATIONS and KROONEN CHANNEL MODIFICATIONS. If  
27 CITY fails to commence construction of MABEY DEBRIS BASIN MODIFICATIONS and  
28 KROONEN CHANNEL MODIFICATIONS within twelve (12) months after execution of this

1 Cooperative Agreement, then DISTRICT reserves the right to withhold issuance of the Notice  
2 to Proceed pending a review of the existing site conditions as they exist at the time CITY  
3 provides written notification to DISTRICT of the start of construction as set forth in Section  
4 I.15. In the event of a change in the existing site conditions that materially affects proposed  
5 DISTRICT FACILITIES function or DISTRICT'S ability to operate and maintain proposed  
6 DISTRICT FACILITIES, DISTRICT may require CITY to modify DRAINAGE PLANS as  
7 deemed necessary by DISTRICT. Also, it is expressly understood that failure of CITY to  
8 complete the construction work on MABEY DEBRIS BASIN MODIFICATIONS and  
9 KROONEN CHANNEL MODIFICATIONS within the said four hundred seventy-five (475)  
10 consecutive working days shall constitute authority for DISTRICT to perform the remaining  
11 work and require CITY'S surety to pay to CITY the penal sum of any and all bonds. In which  
12 case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.  
13

14 5. Upon written request of DISTRICT'S General Manager-Chief Engineer,  
15 CITY shall immediately cease: i) any PROJECT construction or related activities within  
16 DISTRICT'S EXISTING R/W; ii) any maintenance activities within DISTRICT'S EXISTING  
17 R/W or PROPOSED R/W; or iii) any CITY approved uses of PROJECT within DISTRICT'S  
18 EXISTING R/W or PROPOSED R/W that, in the opinion of DISTRICT'S General Manager-  
19 Chief Engineer, constitute a threat to public health and safety.

20 6. CITY shall completely remove, upon written request of DISTRICT'S  
21 General Manager-Chief Engineer, any unauthorized CITY installed improvements and/or  
22 equipment within DISTRICT'S EXISTING R/W in a manner which, in the opinion of  
23 DISTRICT'S General Manager-Chief Engineer, are detrimental to public health and safety.

24 7. CITY shall not request DISTRICT to accept any portion of DISTRICT  
25 FACILITIES for ownership, operation or maintenance until PROJECT construction is deemed  
26 fully complete and all necessary rights of way have been conveyed to the DISTRICT as set  
27 forth herein.  
28

1  
2 8. Prior to DISTRICT acceptance of ownership and responsibility for the  
3 operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a  
4 satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole  
5 discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition,  
6 corrections will be made at sole expense of CITY.

7 9. CITY shall assume all responsibility and risk associated with the  
8 construction of PROJECT.

9 10. Each party, as to any claim or liability arising out of any act or omission  
10 with reference to any work to be performed by or authority delegated to such party as a result  
11 of this Cooperative Agreement, shall save, defend, indemnify and hold harmless the other  
12 parties, their respective officers and employees from all liability for death or injury to person,  
13 or damage to property, or claim therefor.

14 11. CITY shall indemnify, defend, save and hold harmless DISTRICT and  
15 County of Riverside (including their respective officers, districts, special districts and  
16 departments, their respective directors, officers, Board of Supervisors, elected and appointed  
17 officials, agents, employees, representatives, independent contractors, and subcontractors) from  
18 any liability, claim, damage, proceeding or action, present or future, based upon, arising out of  
19 or in any way relating to CITY'S (including its officers, employees, agents, representatives,  
20 independent contractors, and subcontractors) actual or alleged acts or omissions related to this  
21 Cooperative Agreement, use of or entry upon DISTRICT'S EXISTING R/W or PROPOSED  
22 R/W, performance under this Cooperative Agreement, or failure to comply with the  
23 requirements of this Cooperative Agreement, including but not limited to: (i) property damage;  
24 (ii) bodily injury or death; (iii) liability or damage, pursuant to Article I, Section 19 of the  
25 California Constitution, the Fifth Amendment of the United States Constitution or any other  
26 law, ordinance or regulation, caused by the design, construction or failure of PROJECT or from  
27 the diversion of waters from the natural drainage patterns or the discharge of drainage within or  
28



1 from PROJECT; (iv) payment of attorney's fees; or (v) any other element of any kind or nature  
2 whatsoever.  
3

4 The specified insurance limits required in this Cooperative Agreement  
5 shall in no way limit or circumscribe CITY'S obligations to indemnify and hold harmless  
6 DISTRICT from third party claims. This section shall survive any termination of this  
7 Cooperative Agreement.

8 12. CITY for itself, its successors and assignees, hereby releases and waives  
9 any and all present or future claims, liabilities, demands or causes of action CITY now has or  
10 may have in the future against DISTRICT and County of Riverside (including their respective  
11 officers, districts, special districts and departments, their respective directors, officers, Board of  
12 Supervisors, elected and appointed officials, agents, employees, representatives, independent  
13 contractors, and subcontractors), related in any way to this Cooperative Agreement. Nothing  
14 contained herein shall constitute a release by CITY of DISTRICT (including its officers, Board  
15 of Supervisors, elected and appointed officials, agents, employees, representatives, independent  
16 contractors, and subcontractors) from any and all claims, demands, actions or suits of any kind  
17 arising out of any liability, known or unknown, present or future, for the negligent maintenance  
18 of DISTRICT FACILITIES, after the acceptance of ownership and responsibility for the  
19 operation and maintenance of DISTRICT FACILITIES by DISTRICT. This section shall  
20 survive any termination of this Cooperative Agreement.

21 13. Any waiver by DISTRICT or CITY of any breach by the other of any one  
22 or more of the terms of this Cooperative Agreement shall not be construed to be a waiver of  
23 any subsequent or other breach of the same or of any other term hereof. Failure on the part of  
24 DISTRICT or CITY to require from the other exact, full and complete compliance with any  
25 terms of this Cooperative Agreement shall not be construed as in any manner changing the  
26 terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

27 14. With regard to CITY FACILITIES located within DISTRICT'S  
28 EXISTING R/W or PROPOSED R/W, CITY shall waive any claim it may have against

1 DISTRICT for any damage resulting from DISTRICT'S customary or emergency use of  
 2 DISTRICT'S EXISTING R/W or PROPOSED R/W for operation and maintenance of its flood  
 3 control facilities, save and except any damage to the extent caused by the sole active negligence  
 4 or willful misconduct of DISTRICT, its consultants or contractors. DISTRICT shall require  
 5 any consultants or contractors that perform work on DISTRICT'S EXISTING R/W or  
 6 PROPOSED R/W to (i) provide the same additional insured endorsements that are otherwise  
 7 required by the DISTRICT for any insurance policies provided by the consultant or contractor  
 8 for such work to cover the CITY as an additional insured; and (ii) defend and indemnify CITY  
 9 in the same manner that the consultant or contractor defends and indemnifies the DISTRICT.  
 10

11 15. Any and all notices sent or required to be sent to the parties of this  
 12 Cooperative Agreement will be mailed by first class mail, postage prepaid, to the following  
 13 addresses:

14 RIVERSIDE COUNTY FLOOD CONTROL	CITY OF CORONA
15 AND WATER CONSERVATION DISTRICT	Public Works Department
16 1995 Market Street	400 S. Vicentia Avenue, Suite 210
Riverside, CA 92501	Corona, CA 92822
Attn: Administration Services Section	Attn: Nelson D. Nelson

17  
 18 16. In the event of any arbitration, action or suit brought by either CITY or  
 19 DISTRICT against the other party by reason of any breach on the part of the other party of any  
 20 of the covenants and agreements set forth in this Cooperative Agreement, or any other dispute  
 21 between DISTRICT and CITY concerning this Cooperative Agreement, the prevailing party in  
 22 any such action or dispute, by a final judgment or arbitration award, shall be entitled to have  
 23 and recover from the other party all costs and expenses or claims, including but not limited to,  
 24 attorneys' fees and expert witness fees.

25 17. If any provision of this Cooperative Agreement is held by a court of  
 26 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
 27 nevertheless continue in full force without being impaired or invalidated in any way.  
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18. This Cooperative Agreement is to be construed in accordance with the laws of the State of California.

19. 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 Cooperative 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.

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

21. CITY shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the prior written consent of DISTRICT. In the event of any such transfer or assignment, CITY expressly understands and agrees that it shall remain liable with respect to any and all the obligations and duties contained in this Cooperative Agreement.

22. This Cooperative 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 Cooperative Agreement may be changed or modified only upon the written consent of the parties hereto.

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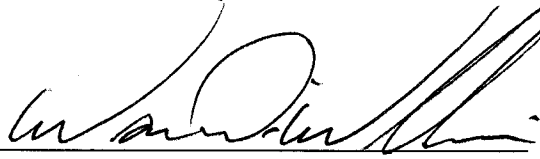
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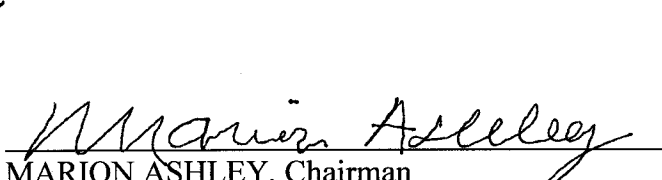
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IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on APR 07 2015  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

  
WARREN D. WILLIAMS  
General Manager-Chief Engineer


  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

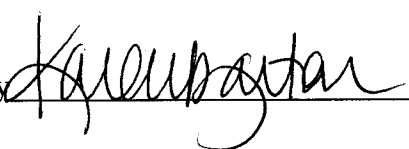
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL R. KIPNIS  
Deputy County Counsel


By   
Deputy

(SEAL)

Cooperative Agreement: City of Corona – Foothill Parkway Westerly Extension Project  
Project Nos. 2-0-00041 and 2-0-00070  
03/10/15  
TT:blm

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**CITY OF CORONA**

By   
BRADLY L. ROBBINS  
City Manager

APPROVED AS TO FORM:

By   
DEAN DERLETH  
City Attorney

ATTEST:

By   
LISA MOBLEY  
City Clerk

(SEAL)

Cooperative Agreement: City of Corona – Foothill Parkway Westerly Extension Project  
Project Nos. 2-0-00041 and 2-0-00070  
03/10/15  
TT:blm



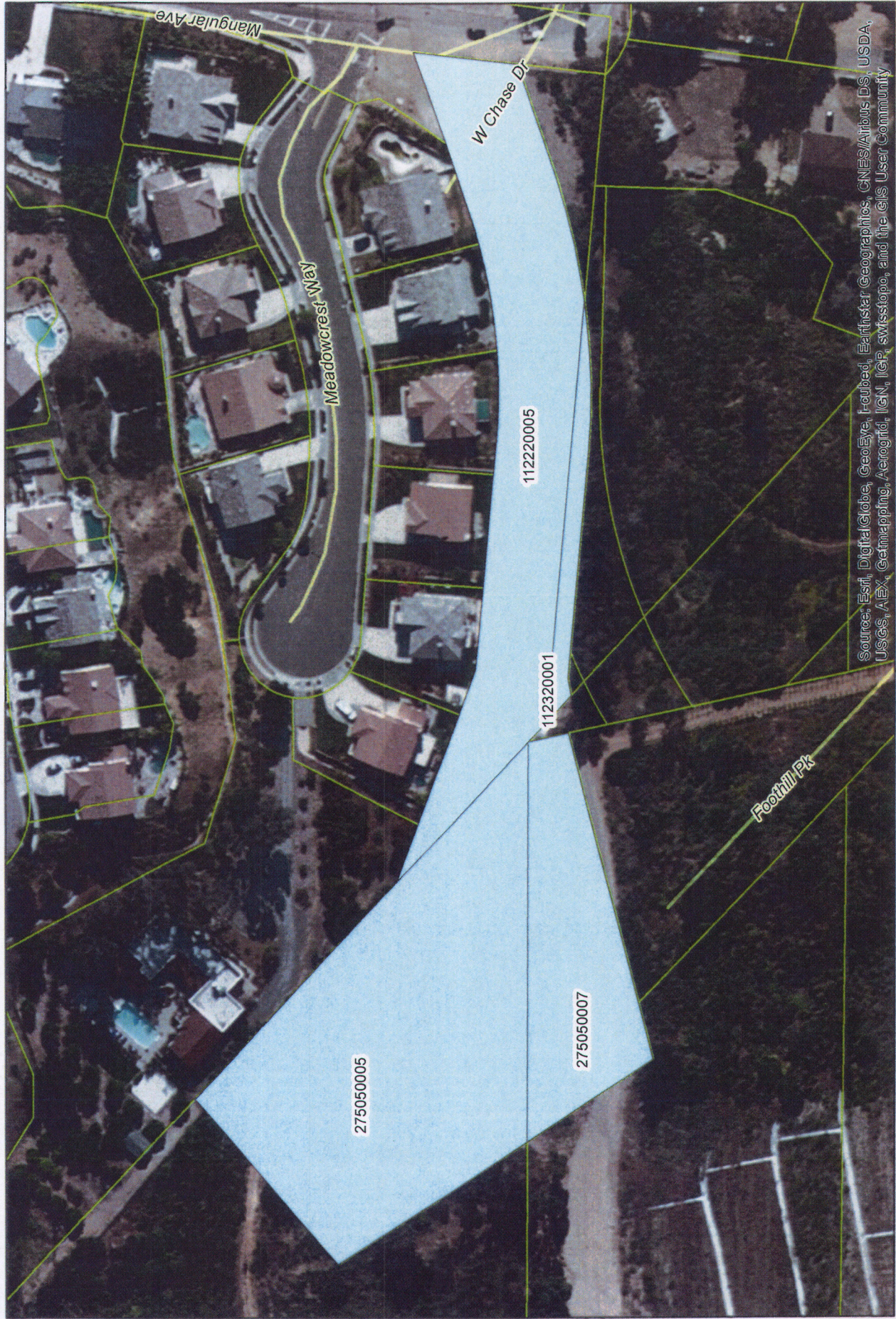
# Exhibit A



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Exhibit A





**ATTACHMENTS FILED**  
**WITH**  
**THE CLERK OF THE BOARD**