

SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
11.1  
(ID # 9541)

MEETING DATE:  
Tuesday, June 4, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement to Facilitate Compensatory Mitigation Efforts for the South Norco Channel, Stage 6, Project No. 2-0-00150, Nothing Further is Required Under CEQA, District 2. [\$113,140 - 100% District Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the environmental impacts of the South Norco Channel, Stage 6 Project (Project) were adequately addressed and nothing further is required pursuant to CEQA;
2. Approve the Funding Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and the Riverside-Corona Resource Conservation District (RCRCD);
3. Authorize the Chairwoman to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return three (3) executed Agreements to the District.

ACTION: Policy

Handwritten signature of Jason Uhley in black ink.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/22/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 4, 2019  
xc: Flood

Kecia Harper  
Clerk of the Board  
By Deputy  
11.1

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$113,140	\$0	\$113,140	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 25120-947420 523220 License and Permits			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 18/19</b>	

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

**BACKGROUND:**

**Summary**

The Project, which was previously approved by this Board of Supervisors (Board), resulted in impacts to state jurisdictional waters. As a result of the impacts, the District is required to purchase 0.48 acre of compensatory mitigation credit as described in the Project's CEQA document and stipulated by permits/agreements that were issued for the Project from the California Department of Fish and Wildlife and the Santa Ana Regional Water Quality Control Board. Upon approval, this Agreement will provide \$113,140 in funding to RCRC'D's In-Lieu Fee Program in order to satisfy the Project's mitigation requirement.

Note that the compensatory mitigation requirement covers both the North Norco Channel, Stage 11, Project No. 2-0-00140, and South Norco Channel, Stage 6; Project No. 2-0-00150. The mitigation cost of \$113,140 will be shared equally between these two projects. The Board previously approved the North Norco Channel, Stage 11 project on July 21, 2015.

RCRC'D will sign the Agreement after Board approval. Once RCRC'D has signed, the Agreement will be sent to the Clerk of the Board for filing. County Counsel has approved the Agreement as to legal form.

**CEQA Compliance**

The Board previously adopted a Mitigated Negative Declaration for the Project on January 5, 2016 (Agenda Item 11-4), and determined that the impacts would be less than significant with mitigation. The Board also adopted a Mitigation Monitoring and Reporting Program. No further CEQA action is required.

**Prev. Agn. Ref.:** 11.4 of 01/05/16 CEQA South Norco Channel, Stage 6  
11.3 of 07/21/15 CEQA North Norco Channel, Stage 11

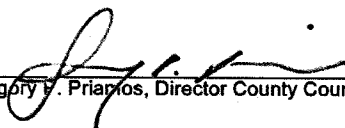
**Impact on Residents and Businesses**

None.

**ATTACHMENTS:**

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

1. Funding Agreement

  
\_\_\_\_\_  
Gregory F. Priamos, Director County Counsel 5/23/2019

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into this 4th day of June 2019 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), a special district created pursuant to Water Code Appendix Section 48-1, and the RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT ("RCRCD"), a governmental special district. District and RCRCD are sometimes individually referred to as "Party" and collectively as "Parties".

RECITALS

A. WHEREAS, District proposes to construct flood control modifications to the North Norco Channel, Stage 11 and South Norco Channel, Stage 6 (collectively, the "Project").

B. WHEREAS, the Project is in the unsectioned La Sierra Land Grant on the Corona North U.S. Geological Survey 7.5 minute quadrangle map. The North Norco Channel, Stage 11 begins at the western terminus of Rose Court, south of 7<sup>th</sup> Street and west of Corona Avenue, and ends east of Sierra Avenue, west of Valley View Avenue, south of Barnhart Lane and north of Mulberry Lane. The location of the North Norco Channel, Stage 11 entrance is 33° 56' 21.82" N and -117° 32' 69.03" W. The South Norco Channel, Stage 6 begins at the southwest corner of the Norco Intermediate School property, at the intersection of Ridgecrest Avenue and Temescal Avenue, and ends at the intersection of Corona Avenue and 2<sup>nd</sup> Street. The South Norco Channel, Stage 6 entrance is 33° 54' 52.49" N and -117° 32' 53.95" W in the city of Norco.

C. WHEREAS, pursuant to California Fish and Game Code Section 1600 et seq., the South Norco Channel, Stage 6 project results in up to 2.05 acres of permanent impacts subject to the jurisdiction of the California Department of Fish and Wildlife ("Department").

D. WHEREAS, although a Streambed Alteration Agreement (Notification No. 1600-2015-0247-R6) ("Notification") for the South Norco Channel, Stage 6 project has been received by District from the Department, there are no mitigation requirements contained in the Notification that pertain to this Agreement or are to be undertaken by RCRCDD.

E. WHEREAS, pursuant to California Fish and Game Code Section 1600 et seq., the North Norco Channel, Stage 11 project results in up to 4.12 acres of permanent impacts to lands subject to the jurisdiction of the Department.

F. WHEREAS, pursuant to California Fish and Game Code Section 1600 et seq., an operation of law letter (Notification No. 1600-2015-0094-R6) ("OpLaw Letter") for the North Norco Channel, Stage 11 portion of the Project has been received by District from the Department and is attached hereto and incorporated herein by reference as Exhibit "A".

G. WHEREAS, the Department has authorized District to proceed with the Project, provided, among other requirements, District delivers sufficient funds to a Department-approved In-Lieu Fee Program ("ILF Program") or mitigation bank for a 0.48-acre streambed restoration ("the Mitigation"), which the Parties understand will partially satisfy the OpLaw Letter.

H. WHEREAS, the Department has recognized RCRCDD as an approved due diligence agency and permittee of an RCRCDD jurisdiction-wide Streambed Alteration Agreement, able to perform services such as the Mitigation within RCRCDD's existing framework of mitigation programs.

I. WHEREAS, RCRCDD is a Resource Conservation District formed for the control of runoff, the prevention or control of soil erosion, and the improvement of land capabilities pursuant to Public Resources Code Section 9151 et seq.

J. WHEREAS, RCRCDC may accept grants of money to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code Section 9401 et seq.

K. WHEREAS, District desires to pay RCRCDC funds in exchange for mitigation credit ("Credit") equaling 0.48 acre of streambed restoration credit for permanent impacts to Department jurisdiction.

L. WHEREAS, the Santa Ana Regional Water Quality Control Board ("Regional Board") issued one (1) Waste Discharge Requirement (Order No. R8-2016-0068) ("WDR") for the Project, attached hereto and incorporated herein by reference as Exhibit "B".

M. WHEREAS, the WDR determined that the Project will impact 3.09 acres and 9,416 linear feet of waters of the State.

N. WHEREAS, the WDR requires District to purchase 0.48 acre of enhancement credit from RCRCDC.

O. WHEREAS, pursuant to email correspondence between District and Regional Board (attached hereto and incorporated herein by reference as Exhibit "C"), the Parties understand that Regional Board has indicated that it will accept District's payment to RCRCDC for the Mitigation in lieu of enhancement credits.

P. WHEREAS, RCRCDC is willing to provide District with the Mitigation, provided, however, that the Parties recognize and understand the Mitigation consists of 0.48 acre of streambed restoration only, and does not encompass any other onsite or other avoidance, minimization, or mitigation measures described in the WDR and OpLaw Letter, or the purchase of 1.56 acres of burrowing owl habitat preservation mentioned in the OpLaw Letter, or any conditions of the South Norco Channel, Stage 6 Notification with which District must separately comply.

Q. WHEREAS, the Parties wish to enter into this Agreement to document District providing the funds for the Mitigation to RCRC.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, and conditions contained herein, and pursuant to the laws of the State of California, District and RCRC do hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Payment. District agrees to pay RCRC the amount of one hundred thirteen thousand one hundred forty even (\$113,140.00) ("Payment"). The Payment shall be paid by District by check or other means acceptable to RCRC and made payable to the Riverside-Corona Resource Conservation District no later than thirty (30) calendar days following the effective date of this Agreement. RCRC shall provide District with a written letter of receipt no later than seven (7) calendar days after receipt of the Payment.
3. Mitigation. In consideration of the Payment, RCRC agrees to provide the Mitigation as described in Recital G above.
4. Mitigation Responsibility. The Parties explicitly agree that any mitigation for activities of District not covered by this Agreement, including but not limited to any requirements set forth in the Notification, the WDR, the OpLaw Letter, or any other permits that are not specifically agreed to be conducted by RCRC under this Agreement, or other changes in mitigation related to the Project, remain solely and entirely the responsibility of District. District agrees that RCRC shall not be responsible to conduct services except for those outlined in Section 3 above, even if the Department or any other regulatory agency later modifies their respective mitigation requirements.

5. Indemnity. District shall have no obligation whatsoever by reason of the purchase of the Credit to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Mitigation. RCRCDD shall indemnify and hold harmless District, its respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever based or asserted upon the purchase of the Credit or RCRCDD's obligation to achieve success criteria, or for long-term maintenance of the Mitigation, arising out of or in any way relating to this Agreement, and also including but not limited to property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance under this Agreement of RCRCDD, its officers, employees, subcontractors, agents or representatives for a period of five (5) years following the execution of this Agreement. RCRCDD shall defend at its sole expense all costs and fees including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon the purchase of Credits or RCRCDD's obligation for the success, continued expense, or maintenance in perpetuity of the Mitigation.

6. Term. This Agreement is considered to be fulfilled and completed by District upon RCRCDD's receipt of the Payment.

7. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below:



RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT  
4500 Glenwood Drive, Building A  
Riverside, CA 92501  
Attn: District Manager

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Chief of Regulatory

Any Party may change the address to which such notices or other communications may be sent by giving the other Parties written notice of such change.

8. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the Parties thereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

10. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all of Parties having been represented by counsel in the negotiation and preparation hereof.

12. Attorney's Fees. The Parties shall bear their own attorney's fees and costs.

13. Waiver. Failure by a Party to insist upon strict compliance with any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

14. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

15. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

16. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other Party.

17. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Effective Date. The effective date of this Agreement is the date the Parties sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date the Agreement is signed by a Party shall be the effective date.


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

~~JUN 04 2019~~  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By   
JASON E. UHLEY  
General Manager-Chief Engineer


By   
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
LEILA MOSHREF-DANESH  
Deputy County Counsel

By   
Deputy

(SEAL)

Funding Agreement with Riverside-Corona Resource Conservation District  
North Norco Channel, Stage 11 and South Norco Channel, Stage 6  
04/01/19  
ARM:mcv

**SELLER:**

**RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT**

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

*7/16/19*

By \_\_\_\_\_

*Alfred B. Bonnett, Jr.*

ALFRED B. BONNETT, JR.  
President of the Board of Directors  
Riverside-Corona Resource  
Conservation District

Funding Agreement with Riverside-Corona Resource Conservation District  
North Norco Channel, Stage 11 and South Norco Channel, Stage 6  
04/01/19  
ARM:mcv

## EXHIBIT "A"



State of California – Natural Resources Agency  
 DEPARTMENT OF FISH AND WILDLIFE  
 Inland Deserts Region  
 3602 Inland Empire Blvd., Suite C220  
 Ontario, CA 91764  
 909-484-0167  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN, Jr., Governor  
 CHARLTON H. BONHAM, Director



October 29, 2015

Kris Flanigan  
 Riverside County Flood Control District  
 1995 Market Street  
 Riverside, CA 92501

Subject: Notification of Lake or Streambed Alteration No. 1600-2015-0094-R6  
 North Norco Channel Stage 11 Project

Dear Kris Flanigan:

The California Department of Fish and Wildlife (Department) had until October 13, 2015 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to October 14, 2015. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

*Your notification proposes work within North Norco Channel, located from southwest of the Rose Court terminus to approximately 760 feet southeast of the intersection of Sierra Avenue and Barnhart Lane, in the City of Norco, County of Riverside, California. Your project includes construction of a trapezoidal channel with concrete side-slopes and an earthen bottom, 6 to 7 foot in depth east of Valley View Avenue, a concrete rectangular channel with a 24-foot base and 8-foot depth west of Valley View Avenue, a slab bridge at 6<sup>th</sup> Street, double reinforced concrete box culverts at Valley View Avenue and Corona Avenue, and the construction of three laterals in Sixth Street, Valley View Avenue, and Detroit Street. Your project results in up to 4.12 acres of permanent impacts and 0.11 acre of temporary impacts in areas subject to CDFW jurisdiction. You have proposed the following avoidance and minimization measures during project*

*Conserving California's Wildlife Since 1870*

Kris Flanigan  
October 29, 2015  
Page 2 of 2

*construction; sediment control measures; water pollution and control measures; equipment storage, fueling, and staging areas shall be located outside of the watercourse; and preconstruction nesting bird and burrowing owl surveys shall be conducted prior to initiating ground-disturbing activities. You have proposed to mitigate project impacts by providing sufficient funds to a CDFW-approved In-Lieu fee program or mitigation bank for 0.48 acre of streambed restoration and 1.56 acres of burrowing owl habitat preservation. Your proposed project term is October 13, 2016 to October 12, 2020.*

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5850 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Claire Ingel at (909) 484-3979 or at [claire.ingel@wildlife.ca.gov](mailto:claire.ingel@wildlife.ca.gov).

Sincerely,



Jeff Brandt  
Senior Environmental Scientist

**EXHIBIT "B"**

State of California  
California Regional Water Quality Control Board  
Santa Ana Region

Order No. R8-2016-0068

Waste Discharge Requirements  
for  
Riverside County Flood Control and Water Conservation District  
North Norco Channel Stage 11 and South Norco Channel Stage 6  
City of Norco, Riverside County

The California Regional Water Quality Control Board, Santa Ana Region (hereinafter Regional Board), finds that:

1. The Riverside County Flood Control and Water Conservation District (RCFCWCD) (hereinafter, discharger) proposes to construct flood control modifications to the North Norco Channel Stage 11 and South Norco Channel Stage 6, both located in the City of Norco, Riverside County. The construction will discharge fill to 3.09 acres and 9,416 linear feet of waters of the State, resulting in permanent impacts to waters of the State.
2. The North Norco Channel Stage 11 and South Norco Channel Stage 6 Project (Project) entails the lining of two channels to construct flood control modifications. The site of North Norco Channel Stage 11 and South Norco Channel Stage 6 is in the un-sectioned La Sierra Land Grant on the Corona North U.S. Geological Survey 7.5 minute quadrangle map. The North Norco Channel, Stage 11 begins at the western terminus of Rose Court, south of 7<sup>th</sup> Street and west of Corona Avenue and ends east of Sierra Avenue, West of Valley View Avenue, south of Barnhart Lane and north of Mulberry Lane. The location of the North Norco Channel entrance is 33° 56' 21.82" N and -117° 32' 59.03" W. The South Norco Channel Stage 6 begins at the southwest corner of the Norco Intermediate School property at the intersection of Ridgcrest Avenue and Temescal Avenue and ends at the intersection of Corona Avenue and 2<sup>nd</sup> Street. The South Norco Channel entrance is 33° 54' 52.49" N and -117° 32' 53.95" W.
3. The North Norco Channel Stage 11 portion of the Project entails conversion of a 5,677-foot channel with earthen bottom and sides to 3,145 feet of trapezoidal channel with earthen bottom and concrete side slopes upstream of Valley View Avenue, and 2,532 linear feet of fully concrete-lined rectangular channel downstream of Valley View Avenue. The Project also includes construction of three underground storm drains, Lines N-2 and NC, and Lateral NC-1. Line N-2 Stage 1 begins at the North Norco Channel and continues east along 6th Street, and consists of approximately 1,500 linear feet of 9-foot wide by 4-foot (ft.) high reinforced concrete box culvert, approximately 150 linear feet of 7-foot wide by 4-foot high reinforced concrete box culvert and 170 feet of 48-inch diameter reinforced concrete pipe. Line NC Stage 1 consists of 985 linear feet of 8-foot wide by 4-foot high reinforced concrete box and 255 linear feet of 5-foot wide by 4-foot

high reinforced concrete box beginning at North Norco Channel and continuing north along Valley View Avenue. Lateral NC-1 Stage 1 is a 6-foot wide by 3-foot high reinforced concrete box that begins at Valley View Avenue and extends west for 265 lineal feet. The construction of North Norco Channel Stage 11 will result in 1.11 acres of fill to waters of the State.

4. The South Norco Channel Stage 6 portion of the Project entails conversion of a 3,739-foot channel with earthen bottom and sides to a trapezoidal channel with a cobble-lined bottom and concrete side slopes, with the exception of a 700-foot long section, which will be converted to an underground box culvert structure on the property of Norco High School. The Project will also construct two underground storm drains, Lines S-1 and S-5. Line S-1 extends from the South Norco Channel under 3<sup>rd</sup> Street for 2,330 linear feet to Hillside Avenue where it will split to extend 150 linear feet northward and 70 linear feet southward under Hillside Avenue. Line S-1 will range from an 18-inch to 48-inch diameter reinforced concrete pipe. Line S-5 will extend east from the South Norco Channel along the southern boundary of Norco Intermediate School and then north along the eastern boundary of the school property, east under Hillside Lane to Hillside Avenue where it will split to extend 275 linear feet northward and 137 linear feet southward under Hillside Avenue. Line S-5 will range from a 36-inch diameter reinforced concrete pipe to a 6-foot by 4-foot reinforced concrete box, and will be 3,250 feet in length. The construction of South Norco Channel Stage 6 will result in the fill of 0.92 acre of waters of the State.
5. A number of seasonal depressions are located on a parcel owned by the discharger and used as a staging area. The parcel is adjacent to the South Norco Channel off Corona Avenue. The depressions will be graded to drain to the South Norco Channel, resulting in the fill of 1.06 acres of waters of the State.
6. Routine maintenance of North Norco Channel Stage 11 and South Norco Channel Stage 6 will be performed post-construction for a period of 5 years on an as-needed basis, not to exceed two times per year under normal (non-emergency) conditions. Typical RCFCWCD maintenance activities include weed management, and sediment and debris removal.
7. The waters of the State onsite consist of North Norco Channel, South Norco Channel, and seasonal depressions, tributaries to the Prado Basin Management Zone. The Prado Basin Management Zone has designated beneficial uses (existing or potential) that include:
  - i. Water Contact Recreation (REC1);
  - ii. Non-Contact Water Recreation (REC2);
  - iii. Warm Freshwater Habitat (WARM);
  - iv. Wildlife Habitat (WILD); and,
  - v. Rare, Threatened or Endangered Species (RARE).
8. Waste Discharge Requirements (WDRs) are necessary to address impacts of the fill on the beneficial uses of waters of the State. On July 28, 2016, the discharger submitted a Report of Waste Discharge. The application described the proposed discharges of fill to



the waters of the State. This Order regulates the discharge of fill material to waters of the State.

9. The U.S. Army Corps of Engineers (USACE) determined on July 21, 1997 that the North Norco Channel and South Norco Channel are not subject to USACE jurisdiction. This Order will regulate the discharges of fill even if a Clean Water Act (CWA) Section 404 permit and CWA Section 401 certification are later determined to be necessary.
10. The discharger will mitigate 3.09 acres and 9,416 linear feet of waters of the State with a package of four mitigation actions. The discharger will purchase 0.48 acre of enhancement credit from the Riverside-Corona Resource Conservation District in-lieu-fee program. Additionally, the discharger will convey fee title of District Parcel 2290-1 D, approximately 12.5 acres in Assessor's Parcel Number 287-170-009, to the Western Riverside County Regional Conservation Authority (RCA) for conservation in perpetuity. Onsite, the discharger will construct two water quality basins adjacent to North Norco Channel to offset the infiltration impacts associated with the concrete-lined portions of the Project. Finally, a portion of the earthen bottom portion of the proposed North Norco Channel facility will be widened to create 0.63 acre of water of the State.
11. Pursuant to CEQA, the RCFCWCD approved a Mitigated Negative Declaration (MND) for North Norco Channel Stage 11 on July 21, 2015 and approved a MND for the South Norco Channel Stage 6 on January 5, 2016. The RCFCWCD MNDs were considered in the preparation of this Order.
12. As a Responsible Agency under CEQA, the Regional Board is required to consider the Lead Agency's environmental documents and make findings on the significant impacts within its jurisdiction to approve. (Public Resources Code, Section 21002.1(d); California Code of Regulations, Title 14, Section 15096(g), (h).) The RCFCWCD MNDs identified potentially significant impacts, unless mitigated, to biological resources as the result of discharges of fill to waters, and to water quality as the result of pollutants contained in the storm water runoff from the Project. To address these impacts, General Provision C.1. of this Order requires the discharger to offset the potential adverse beneficial use impacts of the Project through the purchase 0.48 acre of enhancement credits from the Riverside-Corona Resource Conservation District in-lieu-fee program. In addition, the discharger will convey fee title to a 12.5 acre mitigation parcel to the RCA for preservation in perpetuity. To address the pollutant attenuation and loss of ground water recharge impacts resulting from the Project, the discharger will construct two water quality basins adjacent to the North Norco Channel and widen an earthen bottomed portion of North Norco Channel. Pollutants in storm water runoff from the Project site will be removed through implementation of site design best management practices (BMPs). The Regional Board finds that the potentially significant effects of the discharge of fill to waters of the State should be reduced to less-than-significant levels as the result of the implementation of the Project in accordance with these provisions.
13. The Regional Board has considered antidegradation pursuant to State Water Resources Control Board Resolution No. 68-16 and finds that the discharge is consistent with those provisions.
14. The Regional Board has notified the discharger and other interested agencies and persons of its intent to prescribe waste discharge requirements for the discharge and

Order No. R8-2016-0068  
Riverside County Flood Control and Water Conservation District  
North Norco Channel Stage 11 and South Norco Channel Stage 6, City of Norco

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has provided them with an opportunity for public hearing and opportunity to submit their written views and recommendations.

15. The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.

**IT IS HEREBY ORDERED** that the discharger, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, shall comply with the following:

**A. DISCHARGE SPECIFICATIONS:**

1. No activities associated with the Project shall cause or threaten to cause a nuisance or pollution as defined in Section 13050 of the California Water Code.
2. The discharge of any substance in concentrations toxic to animal or plant life is prohibited.
3. The groundwater in the vicinity of the Project shall not be degraded as a result of the Project activities or placement of fill for the Project.
4. Appropriate BMPs will be implemented to reduce construction-related impacts to waters of the State per the requirements of Regional Board Order No. R8-2010-0033 (NPDES Permit No. CAS618033), commonly known as the Riverside County Municipal Storm Water Permit, and subsequent iterations thereof. Order No. R8-2010-0033 requires that the discharger substantially comply with the requirements of State Water Resources Control Board General NPDES Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order Number 2012-0006-DWQ.
5. The discharge of fill materials shall be limited to the placement of native fill and inert materials, as defined in Section 20230, Division 2, Title 27 of the California Code of Regulations. The discharge of fill material other than native soil shall be only with the prior approval of the Executive Officer.

**B. DISCHARGE PROHIBITIONS:**

1. The direct discharge of wastes, including rubbish, refuse, bark, sawdust, or other solid or liquid wastes into channels, surface waters, or any place where they would contact or be eventually transported to surface waters, including flood plains, is prohibited.
2. The discharge of oil or other floating materials from any activity in quantities sufficient to cause deleterious bottom deposits, turbidity, or discoloration in surface waters is prohibited.

Order No. R8-2016-0068  
Riverside County Flood Control and Water Conservation District  
North Norco Channel Stage 11 and South Norco Channel Stage 6, City of Norco

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3. The discharge of silt, sand, clay, or other earthen materials from any activity in quantities sufficient to cause deleterious bottom deposits, turbidity, or discoloration in surface waters is prohibited.
4. Discharges to surface waters of wastes or pollutants that are not otherwise regulated by a separate National Pollutant Elimination System (NPDES) permit, is prohibited.
5. During the grading and filling operation, there shall be no onsite fueling, lubrication, changing of oil or other equipment fluids and their filters, or any other maintenance or storage of construction equipment within, or next to, drainage areas or other surface runoff conveyances.

**C. PROVISIONS:**

1. The discharger will purchase 0.48 acre enhancement mitigation credit in the Riverside-Corona Resource Conservation District in-lieu-fee program. The credit shall be used for enhancement of waters of the State. The Regional Board shall be provided with a copy of the receipt of the transfer of funds for the purchase of the mitigation credits within 365 days of the discharge of fill to waters of the State of California.
2. The Discharger shall convey fee title of District Parcel 2290-1 D, approximately 12.5 acres, to the Western Riverside County Regional Conservation Authority (RCA) for preservation in perpetuity. The Regional Board shall be provided with a copy of the receipt of the transfer of District Parcel 2290-1 D to the RCA within 365 days of the discharge of fill to waters of the State of California.
3. The discharger shall maintain a copy of this Order at the site so that it is available to site operating personnel at all times. Key operating personnel shall be familiar with its content.
4. The discharger shall remove from the construction site any waste or fill material found to contain substances that may have a deleterious effect on water quality, and dispose of unacceptable wastes in a manner acceptable to the Executive Officer.
5. The discharger must comply with all of the requirements of this Order. Any violation of this Order constitutes a violation of the California Water Code (CWC) and may constitute a violation of the CWA and its regulations, and is grounds for enforcement action, termination of this Order, revocation and re-issuance of this Order, denial of an application for re-issuance of this Order, or a combination thereof.
6. The discharger shall take all reasonable steps to minimize or prevent any discharge that has a reasonable likelihood of adversely affecting human health or the environment.
7. The provisions of this Order are severable, and if any provision of this Order, or the application of any provisions of this Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Order shall not be affected thereby.

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8. The filing of a request by the discharger for modification, revocation and re-issuance, or termination of this Order or a notification of planned changes or anticipated noncompliance does not stay any requirements of this Order.
9. The requirements prescribed herein do not authorize the commission of any act causing injury to the property of another, nor protect the discharger from liabilities under federal, State, or local laws, nor guarantee the discharger a capacity right in the receiving waters.
10. This Order does not convey any property rights of any sort, or any exclusive privilege.
11. This Order is not transferable to any person except after notice to, and approval by, the Executive Officer. The Regional Board may require modification or revocation and re-issuance of this Order to change the name of the discharger.
12. In the event of any change in control or ownership of land or waste discharge facility presently owned or controlled by the discharger, the discharger shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be forwarded to the Regional Board.
13. This Order will serve as a Clean Water Act Section 401 Water Quality Standards Certification in the event that one is required by any federal agency, except as noted below. Under California Water Code, Section 1058, and Pursuant to 23 CCR §3860, the following shall be included as conditions of all water quality certification actions:
  - a. Every certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section 13330 of the Water Code and Article 6 (commencing with Section 3867) of this Chapter.
  - b. Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a FERC license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to Subsection 3855(b) of this Chapter and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
  - c. Certification is conditioned upon total payment of any fee required under this Chapter and owed by the discharger.
14. The Regional Board and other authorized representatives shall be allowed:
  - a. Entry upon premises where a regulated facility or activity is located or conducted, or where records are kept under the requirements of this Order;
  - b. Access to copy any records that are kept under the requirements of this Order;
  - c. To inspect any facility, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and

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- d. To photograph, sample and monitor for the purpose of assuring compliance with this Order.

I, Kurt V. Berchtold, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Santa Ana Region, on December 16, 2016.



Kurt V. Berchtold  
Executive Officer

**EXHIBIT "C"****Valle, Joan**

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**From:** Bill, Jason@Waterboards <Jason.Bill@Waterboards.ca.gov>  
**Sent:** Wednesday, May 03, 2017 8:51 AM  
**To:** Valle, Joan  
**Cc:** Flanigan, Kris  
**Subject:** RE: Order No. R8-2016-0068 N Norco Channel, Stage 11--  
Clarification re compensatory requirement

Ms. Valle,

The Regional Board will accept the purchase of Restoration Credits from the RCRC D In Lieu Fee Program in lieu of the Enhancement Credits specified in the Waste Discharge Requirements for the Norco Channels Project. This email shall serve as the notification for the change of mitigation credit type.

Thank you,

Jason Bill  
Environmental Scientist  
Santa Ana Regional Water Quality Control Board  
3737 Main Street, Suite 500  
Riverside, CA 92501  
Phone: 951-782-3295  
Email: Jason.Bill@Waterboards.ca.gov

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**From:** Valle, Joan [mailto:jvalle@RIVCO.ORG]  
**Sent:** Wednesday, May 03, 2017 8:00 AM  
**To:** Bill, Jason@Waterboards <Jason.Bill@Waterboards.ca.gov>  
**Cc:** Flanigan, Kris <kflaniga@RIVCO.ORG>  
**Subject:** Order No. R8-2016-0068 N Norco Channel, Stage 11--Clarification re compensatory requirement

Hello Jason,

We are working with the RCRC D regarding the compensatory mitigation requirements for the North Norco project. Our 1600 states that we need for 0.48 restoration credits, whereas the WDR states that we need for 0.48 enhancement credits.

Our plan is to purchase 0.48 acres from the RCRC D for restoration, with the understanding that restoration is a higher level of mitigation and would cover the compensatory enhancement requirement for the WDR. I attached the WDR and the SAA.

Please advise. We would like to know if this approach is amenable to the Regional Board regarding the WDR.

Thank you,

Joan  
951-955-8856

**From:** Flanigan, Kris [<mailto:KFLANIGA@rcflood.org>]  
**Sent:** Tuesday, January 03, 2017 8:31 AM  
**To:** Valle, Joan <[jvalle@rcflood.org](mailto:jvalle@rcflood.org)>  
**Subject:** FW: Adopted Board Order No. R8-2016-0068 North Norco Channel, Stage 11 and South Norco Channel, Stage 6

**From:** Carrillo, Felipa@Waterboards [<mailto:Felipa.Carrillo@waterboards.ca.gov>]  
**Sent:** Thursday, December 22, 2016 3:57 PM  
**To:** Flanigan, Kris <[KFLANIGA@rcflood.org](mailto:KFLANIGA@rcflood.org)>  
**Subject:** Adopted Board Order No. R8-2016-0068 North Norco Channel, Stage 11 and South Norco Channel, Stage 6

You have been designated to receive a copy of the attached document (original enroute).

In an effort to improve efficiency the Santa Ana Regional Water Quality Control Board no longer mails paper copies to those designated to receive copies (cc's) of letters and other documents; these are transmitted through email only.

All large attachments and other documents (such as tentative and adopted orders), will be posted on our website and not attached to this e-mail notification. To access these documents, please see our website at <http://www.waterboards.ca.gov/santaana>.

Document(s) can be viewed using Adobe Acrobat Reader. The free reader can be downloaded from [www.adobe.com](http://www.adobe.com) or from our web site.

If you have any questions or have received this email in error, please reply to this email or contact us at the phone number below.

Thank you

=====  
Santa Ana Regional Water Quality Control Board  
3737 Main Street, Suite 500  
Riverside, CA 92501  
Phone: 951-782-4130  
FAX: 951-781-6288  
Web: [www.waterboards.ca.gov/santaana](http://www.waterboards.ca.gov/santaana)

**Confidentiality Disclaimer**

This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure. If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately.

[County of Riverside California](#)

**Riverside-Corona Resource  
Conservation District**

4500 Glenwood Drive, #A  
Riverside, CA 92501  
Phone: 951-683-7691  
Fax: 951-683-3814  
Email: [RCRCD@RCRCD.COM](mailto:RCRCD@RCRCD.COM)

**RECEIPT**

The following number must appear on all related correspondence:  
PROJECT NUMBER: 19-08-09-01

TO: Drew Marshall  
Riverside County Flood Control  
& Water Conservation District  
1995 Market St  
Riverside, CA 92501

For: North Norco Channel, Stage 11  
& South Norco Channel Stage 6  
Funding Agreement

EIN: 33-0071697

INV. DATE	REQUISITIONER	PROJECT	LOCATION	F.O.B. POINT	TERM
8-09-19	Drew Marshall	North Norco Channel State 11 South Norco Channel, Stage 6 &	Temescal Creek	N/A	

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	0.48	Receipt of Check #0503866240 in the amount of \$113,400 for for the purchase of 0.48 restoration credits for Waste Discharge Order R8-2016-0068; CDFW Notification No 1600-2015-0094-R6 and third party insurance.	230,500	110,640
				2,500
SUB-TOTAL				\$113,140

**Paid by Check #0503866240 \$113,140  
TOTAL DUE \$0.00**

**THANK YOU FOR YOUR SUPPORT**

Please make check payable to Riverside-Corona Resource Conservation District



<b>Check Date:</b> 08/02/2019	<b>Check No.</b> 0503866240				
<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Voucher ID</b>	<b>Gross Amount</b>	<b>Discount Taken</b>	<b>Paid Amount</b>
SNORCOCHNL072419	7/24/2019	00091270	113,140.00	0.00	113,140.00

MITIGATION CREDITS FOR S. NORCO CHNL STG 6

<b>Vendor Number:</b>	<b>Name</b>	<b>Discounts</b>	<b>Business Unit</b>
0000002227	Riverside-Corona Resource Conservation	\$0.00	FCARC
<b>DBF Customer #</b>	<b>Payment Handling Code</b>	<b>Gross Amount</b>	<b>Discounts Taken</b>
	OH	\$113,140.00	
			<b>Paid Amount</b>
			\$113,140.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE CONNECTING DIAMONDS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT



County Vendor Warrant  
Clearing Fund

**Riverside County Treasurer**  
of Riverside, California

**0503866240**

Void 6 Months from Date Issued

UNION BANK  
Government Services Division 11-49/1210

Date 08/02/2019

Pay Amount \$113,140.00\*\*\*

Pay \*\*\*\*ONE HUNDRED AND THIRTEEN THOUSAND, ONE HUNDRED AND FORTY AND XX / 100 DOLLAR\*\*\*\*

To The Order Of  
RIVERSIDE-CORONA RESOURCE CONSERVATION  
District  
4500 Glenwood Drive #A  
Riverside, CA 92501

*Paul Angelo*  
County Auditor-Controller

⑈0503866240⑈ ⑆121000497⑆ 2740018313⑈

THIS CHECK CLEARS THROUGH POSITIVE PAY  
PAYEE NAME ON FILE AT THE BANK

www.countyoniverside.us