

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

City Council Meeting Final Agenda

Wednesday, April 19, 2023

**Closed Session Council Board Room 5:30 PM
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Tony Daddario, Mayor
Tom Richins, Vice Mayor
Jacque Casillas, Council Member
Wes Speake, Council Member
Jim Steiner, Council Member**

The City Council meeting of April 19, 2023, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/88399471320>

CONVENE CLOSED SESSION

CITY COUNCIL

1. **23-0328** **CLOSED SESSION** - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
PROPERTY: APN 118-270-049
AGENCY NEGOTIATOR: JACOB ELLIS, CITY MANAGER
NEGOTIATING PARTIES: OFF BROADWAY CORONA THEATER
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT
2. **23-0343** **CLOSED SESSION** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO
GOVERNMENT CODE SECTION 54956.9(2): (1 OR MORE CASES)

INVOCATION

PLEDGE OF ALLEGIANCE

CONVENE OPEN SESSION

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

3. **23-0354** PROCLAMATION: WORLD WISH DAY
4. **23-0357** PROCLAMATION: DAY OF THE CHILD
5. **23-0358** PROCLAMATION: YMCA HEALTHY KIDS DAY

MEETING MINUTES

6. **23-0326** **MINUTES** - APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING COMMITTEE OF THE WHOLE OF APRIL 5, 2023

7. 23-0327 **MINUTES** - APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING AUTHORITY CITY COUNCIL MEETING OF APRIL 5, 2023

CONSENT CALENDAR

8. 23-0321 **FINANCIAL REPORT** - CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY FISCAL REPORT FOR THE MONTH OF FEBRUARY 2023
9. 23-0322 **FINANCIAL REPORT** - CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY INVESTMENT PORTFOLIO REPORT FOR THE MONTH OF FEBRUARY 2023
10. 23-0323 **LEGISLATIVE MATTER - SECOND READING** - CITY COUNCIL ADOPTION OF ORDINANCE NO. 3367, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO THE NORTHEAST CORONA SPECIFIC PLAN (SP81-2) TO PERMIT PET BOARDING AND DAYCARE AS CONDITIONAL USE IN THE SUPPORT COMMERCIAL FREEWAY DISTRICT AND TO PERMIT ALTERNATIVE FENCING MATERIALS FOR COMMERCIAL DEVELOPMENTS IN THE SUPPORT COMMERCIAL AND SUPPORT COMMERCIAL FREEWAY DISTRICTS (SPA2022-0007)

11. 23-0199 **AGREEMENT** - [PROFESSIONAL SERVICES AGREEMENT WITH STEINBERG HART FOR PERFORMING ARTS CENTER FEASIBILITY STUDY](#)

That the City Council:

- a. Award Request for Proposal (RFP) 23-029RH for the Performing Arts Center Feasibility Study to Steinberg Hart.
- b. Approve the Professional Services Agreement with Steinberg Hart, in two parts, for a total not to exceed \$212,200. Phase I - Exploration at \$157,300 and Phase II - Implementation at \$54,900.
- c. Authorize the City Manager, or his designee, to execute a Professional Services Agreement with Steinberg Hart for a term of March 15, 2023, through June 30, 2024, in the amount of \$212,200, including any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized by [Corona Municipal Code Section 3.08.070\(I\)](#), which is equivalent to 10% or \$21,220.
- d. Authorize the City Manager, or his designee, to issue a Purchase Order to Steinberg Hart in the amount of \$212,200.
- e. Authorize an appropriation in the amount of \$233,420 to the Community Services' operating budget from the General Fund.

12. 23-0229 **AGREEMENT** - [PUBLIC IMPROVEMENT AGREEMENT FOR PARCEL MAP 38183 LOCATED ON 2550 SOUTH MAIN STREET \(applicant: corona community villas, inc.\)](#)

That the City Council authorize the Mayor to execute a Public Improvement Agreement between the City of Corona and Corona Community Villas, Inc.

13. 23-0288 **AGREEMENT - [AWARD OF CONTRACT TO ROTH IAMS, LLC FOR A CITYWIDE BUILDING ASSESSMENT, MAINTENANCE, AND CAPITAL IMPROVEMENT PLAN CONSULTING SERVICES](#)**

That the City Council:

- a. Award the Request for Proposals (RFP) 22-044RH to Roth IAMS, LLC. for a citywide building assessment, maintenance, and capital improvement plan consulting services.
- b. Authorize the City Manager, or his designee, to execute the Professional Services Agreement for a citywide building assessment, maintenance, and capital improvement plan consulting services to Roth IAMS, LLC for an initial contract term ending June 30, 2024 in the amount of \$187,430.50.
- c. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$18,743 or 10% of the total contract cost as authorized by [Corona Municipal Code \(CMC\) Section 3.08.070\(I\)](#).
- d. Authorize the City Manager, or his designee, to issue purchase orders to Roth IAMS, LLC in the amount of \$187,430.50.
- e. Authorize a budget transfer of \$120,000 from the Comprehensive Fire Station Assessment Project No. 76150 to the Building Evaluation and Maintenance Plan Project No. 78150 within the Measure X Fund 120.
- f. Authorize a budget reduction of \$280,000 from the Comprehensive Fire Station Assessment Project No. 76150 to fund balance in the Measure X Fund 120.

- 14. 23-0319** **RELEASE OF SECURITY - [RELEASE OF THE IMPROVEMENT SECURITY POSTED BY ARANTINE HILLS HOLDINGS, LP FOR TRACT MAP 37030 LOCATED SOUTH OF EAGLE GLEN PARKWAY AND WEST OF INTERSTATE 15 \(APPLICANT: ARANTINE HILLS HOLDING, LP\)](#)**

That the City Council:

- a. Accept the improvements associated with Lots H, L, M, N and Q of Tract Map 37030.
- b. Retain twenty-five percent (25%) of the Faithful Performance Security for one year from the date of acceptance of improvements as security for repair and replacement of any improvements that fail to meet City standards at the end of the one-year period (PB02497500628, PB02497500629, PB02497500630, PB02497500631, PB02497500632, PB02497500634, PB02497500636, PB02497500637, PB02497500639).
- c. Retain the Labor and Material Security for six months from the acceptance of improvements date and automatically release the security, unless any claims are filed. (PB02497500628, PB02497500629, PB02497500630, PB02497500631, PB02497500632, PB02497500634, PB02497500636, PB02497500637, PB02497500639).

- 15. 23-0325** **RESOLUTION - [RESOLUTION REVISING THE CITYWIDE MASTER FEE RECOVERY SCHEDULE TO ADJUST THE KIDS CLUB AFTER SCHOOL RECREATION PROGRAM FEE EFFECTIVE MAY 19, 2023](#)**

That the City Council:

- a. Approve the updated fee of \$65 per week for the Kids Club Program (Fee No. LARS-016 on the Citywide Master Fee Recovery Schedule), effective May 19, 2023.
- b. Approve an estimated revenue increase of \$243,650 for Fiscal Year 2024 bringing the total projected revenue to \$793,650 in the General Fund for the Community Services Department.
- c. Adopt Resolution No. 2023-023 to update the Citywide Master Fee Recovery Schedule.

16. 23-0268 GRANT - [ACCEPT AND APPROPRIATE \\$100,000 IN LIBRARY SERVICES AND TECHNOLOGY ACT \(LSTA\) FUNDS FOR THE EBOOKS CORONA PROJECT](#)

That the City Council:

- a. Accept the Federal Library Services and Technology Act Grant funds in the amount of \$100,000 for the Corona Public Library's eBooks for Corona project.
- b. Authorize the City Manager, or his designee, to execute agreements with the California State Library for the Corona Public Library's eBooks for Corona project.
- c. Appropriate \$100,000 to the Community Services Department's operating budget and increase revenue estimates by the same amount in Library - Other Grants Fund 415.
- d. Authorize an appropriation of \$20,000 to the Community Services Department's operating budget in the General Fund for the necessary local match.
- e. Make a determination under [Corona Municipal Code Section 3.08.140\(B\)](#) that there is no competitive market for the reasons provided in the "Basis of Determination of Competitive Bidding" section of this report.
- f. Authorize the City Manager, or his designee, to issue a purchase order to Lyris in the amount of \$120,000.
- g. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, amendments, and change orders up to 10% of the total cost, or \$12,000, as authorized by [Corona Municipal Code Section 3.08.080\(I\)](#).

COMMUNICATIONS FROM THE PUBLIC

PUBLIC HEARINGS

- 17. 23-0278 PUBLIC HEARING - [SPECIFIC PLAN AMENDMENT 2022-0008 TO THE DOS LAGOS SPECIFIC PLAN TO AMEND THE SIGN REGULATIONS FOR FREEWAY-ORIENTED PYLON SIGNS AND MONUMENT SIGNS FOR COMMERCIAL CENTERS 20 ACRES IN SIZE OR LARGER \(APPLICANT: BRAVO WHISKEY PROPERTIES, LLC & DOS LAGOS SQUARED, LLC\)](#)**

That the City Council:

- a. Approve Specific Plan Amendment 2022-0008, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of Ordinance No. 3368, first reading of an ordinance approving an amendment to the Dos Lagos Specific Plan (Sp-99-03) to amend the Sign Regulations in Section 4.3.6(a)(1) and (2) to increase the size of the digital display area of permitted freeway-oriented pylon signs and monument signs for commercial centers 20 acres in size or larger (SPA2022-0008).

ADMINISTRATIVE REPORTS

- 18. 23-0329 ADMINISTRATIVE REPORT - [UPDATE ON THE COMMITTEE OF THE WHOLE AND STUDY SESSION MEETINGS PILOT PROGRAM](#)**

LEGISLATIVE MATTERS

- 19. 23-0285 LEGISLATIVE MATTER - [ORDINANCE AMENDING SECTION 9.22.020 OF THE CORONA MUNICIPAL CODE RELATING TO RULES AND REGULATIONS FOR SALE OR CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY](#)**

That the City Council introduce by title only and waive full reading for consideration of Ordinance No. 3369, first reading of an ordinance amending [Corona Municipal Code Section 9.22.020](#) of the Corona Municipal Code to clarify provisions relating to the rules and regulations for the sale or consumption of alcohol on public property.

BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

A) Library Board of Trustees

20. 23-0318 **LIBRARY BOARD OF TRUSTEES REPORT - [LIBRARY BOARD OF TRUSTEES REPORT UPDATE FOR MARCH 28, 2023:](#)**
[A.\) PARK KITS - AVAILABLE NOW!](#)
[B.\) ADULT GRAPHIC NOVELS ADDED TO THE COLLECTION](#)
[C.\) HERITAGE ROOM LENDING DOCUMENT](#)
[D.\) NATIONAL LIBRARY WEEK, APRIL 23-29](#)
[E.\) EBOOKS FOR CORONA GRANT - AWARDED BY THE CALIFORNIA STATE LIBRARY](#)

B) Planning & Housing Commission

C) Parks & Recreation Commission

21. 23-0296 **PARKS & RECREATION COMMISSION REPORT - [PARKS AND RECREATION COMMISSION REPORT UPDATE FOR MARCH 14, 2023:](#)**
[A.\) CORONA PUBLIC LIBRARY EVENTS CALENDAR](#)
[B.\) LADDERS AND LINGUINE 2023](#)
[C.\) LIBRARY ALL STAFF DAY 2023](#)
[D.\) TREE-TACULAR PARK TAKEOVER](#)
[E.\) AARP TAX AIDE](#)
[F.\) CITY PARK MASTER PLAN UPDATE](#)
[G.\) PARKS AND TRAILS PROJECTS UPDATE](#)

D) Regional Meetings

22. 23-0337 **REGIONAL MEETING REPORT - [UPDATE FROM COUNCIL MEMBER WES SPEAKE ON THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS \(SCAG\) TRANSPORTATION POLICY MEETING OF APRIL 6, 2023.](#)**
23. 23-0336 **REGIONAL MEETING REPORT - [UPDATE FROM COUNCIL MEMBER WES SPEAKE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION \(RCTC\) MEETING OF APRIL 12, 2023](#)**

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

FUTURE AGENDA ITEMS

1. Volunteer Program Update (Staff) May 3, 2023
2. Co-Sponsorship Program (Staff) May 3, 2023
3. Parks & Recreation Master Plan Update (Staff) May 3, 2023
4. FY 2024 Proposed Budget (Staff) May 17, 2023
5. City Park Master Plan Delivery (Staff) June/July
6. Parks Standards (Staff) June/July
7. Quiet Zone at Railroad Crossings (Staff) June/July
8. Trails Master Plan Phase II Delivery (Staff) August/September
9. Parks & Recreation Master Plan Delivery (Staff) September/October
10. Rent Stabilization Update (T. Richins) TBD
11. Security Camera Master Plan Update (Staff) TBD
12. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
13. Historic Civic Center Frontage Design Options (Staff) TBD
14. Development of a I-15 Corridor Lobbying Coalition (W. Speake) TBD
15. Small Business Grant Program Guidelines (Staff) TBD
16. Wylie Labs (J. Casillas) TBD
17. Comprehensive Transit Analysis (Staff) TBD
18. Options to Expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD
19. Historic Commission (T. Richins) TBD
20. SB-9 Compliance (T. Richins) TBD
21. Backyard Chickens (T. Daddario) TBD
22. Short Term Rental Policy (W. Speake) TBD
23. SB1439 (W. Speake) TBD

ADJOURNMENT



Staff Report

File #: 23-0266

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PURSUANT TO GOVERNMENT CODE SECTION 54956.8
PROPERTY: APN [118-270-049](#)
AGENCY NEGOTIATOR: JACOB ELLIS, CITY MANAGER
NEGOTIATING PARTIES: OFF BROADWAY CORONA THEATER
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

City of Corona

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Committee of the Whole Meeting Minutes - Draft

Wednesday, April 5, 2023

Council Board Room 3:30 PM



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Tony Daddario, Mayor
Tom Richins, Vice Mayor
Jacque Casillas, Council Member
Wes Speake, Council Member
Jim Steiner, Council Member**

The Committee of the Whole meeting of April 5, 2023, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/85737752795>

Rollcall

Present: 4 - Tony Daddario, Tom Richins, Jacque Casillas and Wes Speake

Absent: 1 - Jim Steiner

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Tom Richins.

CONVENE OPEN SESSION

Mayor Daddario called the meeting to order at 3:37p.m.

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. UPDATE OF SALES TAX INFORMATION BY HDL COMPANIES

Ken Brown, HdL Companies, provided an update and a presentation highlighting the following: 4th Quarter 2022 Sales Tax Information, Bradley-Burns Regional Report, Regional Comparison, City Comparison, City Comparison 1 per Capita Adjusted Sales Tax Graph, City Comparison 2 Per Capita Adjusted Sales Tax Graph, Corona Major Industry Group Performance, Corona Majority Industry Groups (5 Largest), Corona Major Industry Groups (Remaining 3), Corona Long Term Sales Tax Trend and Corona Measure X adjusted results.

The Council provided comments on the presentation.

2. ECONOMIC DEVELOPMENT UPDATE

Jessica Gonzales, Economic Development Director introduced the Economic Development team, Amanda Wicker, Economic Development Administrator and Ashely Zaragoza Economic Development Administrator, and Jess Garcia, Economic Development Administrator. The Economic Development team introduced and provided an overview on the following: Business Attractions and Development and Business Retention and Expansion and Redevelopment.

The Council had comments and inquiries, the Economic Development Team provided

clarification.

3. SENATE BILL 1439

Sylvia Edwards, City Clerk, introduced and provided an overview on the following: Senate Bill 1439, How to Track Conflict of Interest, and Campaign Contribution requirements.

Jamie Raymond, Chief Deputy City Attorney, provided clarification.

The Council had comments and inquiries. The Council requested that staff return at a future Committee of the Whole meeting with option 1A.

4. HERITAGE ROOM LENDING POLICY TO CITY BUILDINGS

Danielle Whittington, Library Manager, introduced and provided an overview on the following: Application and Loan Process for borrowing items from the Heritage Room items.

The Council provided comments on the presentation.

Joe Morgan, resident, addressed the Council regarding the Heritage Room.

ADJOURNMENT

The next meeting is the City Council Meeting at 6:30 p.m. on April 19, 2023. Mayor Daddario adjourned the meeting at 5:02 p.m.

City of Corona

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Corona, CA 92882*

City Council Meeting Minutes - Draft

Wednesday, April 5, 2023

**Closed Session Council Board Room 5:30 PM
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Tony Daddario, Mayor
Tom Richins, Vice Mayor
Jacque Casillas, Council Member
Wes Speake, Council Member
Jim Steiner, Council Member**

CONVENE CLOSED SESSION

Closed Session convened at 5:40 p.m. for the purposes listed below. Present were Mayor Daddario, Vice Mayor Richins, Council Member Casillas, and Council Member Speake. Council Member Steiner was absent. Closed Session adjourned at 6:28 p.m.

CITY COUNCIL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PURSUANT TO GOVERNMENT CODE SECTION 54956.8
PROPERTY: APN 118-270-049
AGENCY NEGOTIATOR: JACOB ELLIS, CITY MANAGER
NEGOTIATING PARTIES: OFF BROADWAY CORONA THEATER
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT
2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE
SECTION 54956.9(D)(2)
(WRF3 LIFT STATION PROJECT)

Rollcall

Present: 4 - Tony Daddario, Tom Richins, Jacque Casillas, and Wes Speake

Absent: 1 - Jim Steiner

INVOCATION

The Invocation was led by Pastor Shannon Scott from Grace Baptist Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Casillas.

CONVENE OPEN SESSION

Mayor Daddario called the meeting to order at 6:36 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

3. PROCLAMATION: DONATE LIFE MONTH
Rita Jackson, One Legacy Ambassador, accepted the Proclamation.
4. RECOGNITION: WINNERS OF THE CORONA FAST-PITCH COMPETITION

The Greater Corona Area Fast Pitch winners accepted the Recognition.

5. PRESENTATION: MCKINLEY STREET GRADE SEPARATION UPDATE

Savat Khamphou, Public Works Director, Joshua Cospers, Engineer, Mark Thomas, Engineer, and Ashley Zaragota, Economic Development Administrator, shared an update. Council Member Speake and Council Member Casillas had inquiries, Mr. Khamphou provided clarification.

Joe Morgan, resident, addressed the Council with concerns regarding the update.

MEETING MINUTES

A motion was made by Council Member Speake, seconded by Mayor Daddario, that the Meeting Minutes be approved. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

6. APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING AUTHORITY STUDY SESSION OF MARCH 15, 2023

These Minutes were approved.

7. APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING AUTHORITY CITY COUNCIL MEETING OF MARCH 15, 2023

These Minutes were approved.

The following item was moved out of order.

COMMUNICATIONS FROM THE PUBLIC

Ahsan Baseer, resident, addressed the Council to invite them to the upcoming Annual Ramadan Interfaith Iftar & Dinner on Sunday, April 16, 2023.

Maddy Paxton, resident, addressed the Council to thank them for their service, acknowledged staff and the resources Corona offers for citizen participation.

Dena Lepe, resident, addressed the Council and expressed her concerns with a short term rental in her neighborhood.

Marty Wolesky, resident, addressed the Council and expressed his concerns with a short term rental in his neighborhood.

Michael Kersey, resident, addressed the Council and expressed his concerns with not receiving a return call from City departments.

Joe Morgan, resident, addressed the Council to thank Code Enforcement for their response to a neighbor's request, and expressed concerns with the Kaiser Solar Project.

Sylvia Edwards, City Clerk, read two written comments that expressed concern with a short term rental in their neighborhood. They will be filed with the Meeting Minutes.

CONSENT CALENDAR

A motion was made by Council Member Speake, seconded by Council Member Casillas, that the Consent Calendar be approved with the exception of items 9 & 14 which were voted on separately. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

LEGISLATIVE MATTERS – SECOND READINGS

- 8.** CITY COUNCIL ADOPTION OF ORDINANCE NO. 3366, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, ORDINANCE AMENDING ORDINANCE NUMBERS 3245, 3273, AND 3292 TO UPDATE THE PRIMA FACIE SPEED LIMITS ON CERTAIN STREET SEGMENTS IN THE CITY OF CORONA

This Ordinance was adopted.

- 9.** PROFESSIONAL SERVICES AGREEMENTS WITH AKM CONSULTING ENGINEERS, DUDEK, ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, WILLDAN ENGINEERING, AND INTERWEST CONSULTING GROUP IN THE AMOUNT OF \$500,000 EACH FOR ON-CALL CONSTRUCTION INSPECTION SERVICES (RFP 22-026RH)

Council Member Speake had inquiries. Joanne Coletta, Planning and Development Director, provided clarification.

A motion was made by Council Member Speake, seconded by Vice Mayor Richins, that this Agreement be approved. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

- 10.** SIDE LETTER BETWEEN THE CITY OF CORONA AND CORONA PUBLIC SERVICE EMPLOYEES ASSOCIATION TO CHANGE PROVISIONS FOR THE ANIMAL CARE TECHNICIAN CLASSIFICATION

This Agreement was approved.

- 11.** MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORONA, CITY OF NORCO, JURUPA COMMUNITY SERVICES DISTRICT, HOME GARDENS SANITARY DISTRICT, WESTERN MUNICIPAL WATER DISTRICT, AND THE WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY REGARDING THE DESIGN, CONSTRUCTION, OPERATIONS AND CAPACITY OWNERSHIP IN CERTAIN RECYCLED WATER FACILITIES

This Agreement was approved.

- 12.** CONTINUANCE OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF INDIO REGARDING REIMBURSEMENT OF OFF-DUTY POLICE OFFICERS AND EQUIPMENT AT THE ANNUAL COACHELLA AND STAGECOACH MUSIC FESTIVALS

This Agreement was approved.

- 13.** PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES FOR DESIGN AND ENGINEERING SERVICES FOR WATER RECLAMATION FACILITY NO. 2 EQUALIZATION BASIN REPLACEMENT, PROJECT NO. 2021-06, FOR A TERM OF APRIL 5, 2023, THROUGH DECEMBER 31, 2026, IN THE AMOUNT OF \$1,103,790

This Bid & Purchase was approved.

- 14.** PROFESSIONAL SERVICES AGREEMENT WITH METERSYS, LLC, IN THE AMOUNT OF \$851,120 THROUGH FISCAL YEAR 2026 FOR PROGRAM MANAGEMENT SERVICES FOR THE ADVANCED METERING INFRASTRUCTURE METER REPLACEMENT PROJECT (76340)

Joe Morgan, resident, addressed the Council to express his concerns with the proposed item.

A motion was made by Council Member Casillas, seconded by Council Member Speake, that this Bid & Purchase be approved. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

- 15.** ADOPTION OF PLANS AND SPECIFICATIONS FOR CORONA FIRE HEADQUARTERS INFRASTRUCTURE UPGRADES CAPITAL IMPROVEMENT PROJECT 77270 AND APPROVAL OF A CONSTRUCTION CONTRACT WITH MLC CONSTRUCTORS, INC.

This Bid & Purchase was approved.

- 16.** CONSTRUCTION CONTRACT WITH RC FOSTER CORPORATION IN THE AMOUNT OF \$661,500 FOR THE WELL 17A EMERGENCY GENERATOR, PROJECT NO. 2021-43; NOTICE INVITING BIDS 23-037CA

This Bid & Purchase was approved.

17. ACCEPTANCE AND APPROPRIATION OF 2022 COMMUNITY FIRE-SAFE CAPACITY BUILDING GRANT OPPORTUNITY AWARD

This Grant was approved.

18. ACCEPTANCE AND APPROPRIATION OF THE FISCAL YEAR 2022 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAM AWARD

This Grant was approved.

19. RELEASE OF GRADING AND IMPROVEMENT SECURITY POSTED BY BEDFORD MARKETPLACE, LLC FOR PARCEL MAP 37788 AND TRACT MAP 36294 LOCATED SOUTH OF EAGLE GLEN PARKWAY AND WEST OF INTERSTATE 15 (APPLICANT: BEDFORD MARKETPLACE, LLC)

This Release of Security was approved.

20. RELEASE OF THE IMPROVEMENT SECURITY POSTED BY ARANTINE HILLS HOLDINGS, LP FOR TRACT MAP 37030 LOCATED SOUTH OF EAGLE GLEN PARKWAY AND WEST OF INTERSTATE 15. (APPLICANT: ARANTINE HILLS HOLDINGS, LP)

This Release of Security was approved.

21. RELEASE OF THE GRADING AND IMPROVEMENT SECURITY POSTED BY VISTA MONTEREY 91, LLC, FOR PARCEL MAP 35661 LOCATED BETWEEN PROMENADE AVENUE AND THE 91 FREEWAY, WEST OF THE CORONA HILLS PLAZA SHOPPING CENTER (APPLICANT: VISTA MONTEREY 91, LLC)

This Release of Security was approved.

22. CITY COUNCIL CONSIDERATION TO ADOPT RESOLUTION NO. 2023-021, AUTHORIZING THE FILING OF THE APPLICATION FOR FISCAL YEAR 2022-23 ALLOCATION OF LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

This Resolution was adopted.

23. WAIVER FROM CORONA MUNICIPAL CODE SECTION 15.60.080 REGARDING THE UNDERGROUNDING OF EXISTING OVERHEAD UTILITY WIRES LOCATED ADJACENT TO 1500 WEST CHASE DRIVE (APPLICANT: ARMSTRONG & BROOKS ENGINEERS)

This Waiver was approved.

PUBLIC HEARINGS

24. SPECIFIC PLAN AMENDMENT 2022-0007 TO AMEND THE NORTHEAST CORONA SPECIFIC PLAN (SP81-2), SECTION 4.5.20, TO ALLOW PET BOARDING AND DAYCARE USES IN THE SUPPORT COMMERCIAL FREEWAY (SCF) DISTRICT WITH APPROVAL OF A MAJOR CONDITIONAL USE PERMIT, AND REVISE SECTION

4.5.11, TO ALLOW THE USE OF ALTERNATIVE FENCING MATERIALS FOR COMMERCIAL DEVELOPMENTS WITHIN THE SUPPORT COMMERCIAL (SC) AND SUPPORT COMMERCIAL FREEWAY (SCF) DISTRICTS (APPLICANT: MLJ RESOURCES, LLC ON BEHALF OF SMART PARKE LUXURY SUITES AND PET DAYCARE)

Mayor Daddario opened the Public Hearing. Sylvia Edwards, City Clerk, stated that there was no correspondence received regarding the Public Hearing. Mayor Daddario closed the Public Hearing.

A motion was made by Vice Mayor Richins, seconded by Mayor Daddario, that this Public Hearing be approved. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

- 25.** CONDITIONAL USE PERMIT 2022-0006 TO ESTABLISH A PET BOARDING AND PET DAYCARE FACILITY AT 284 DUPONT STREET, SUITES 180-190, IN THE SUPPORT COMMERCIAL FREEWAY DISTRICT OF THE NORTHEAST CORONA SPECIFIC PLAN (APPLICANT: MLJ RESOURCES, LLC ON BEHALF OF SMART PARKE LUXURY SUITES AND PET DAYCARE) (NOT AN ADVERTISED PUBLIC HEARING)

The Council took no action.

ADMINISTRATIVE REPORTS

None.

LEGISLATIVE MATTERS

None.

BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

A) Library Board of Trustees

None.

B) Planning & Housing Commission

- 26.** PARCEL MAP 38314 TO SUBDIVIDE 0.56 ACRES INTO TWO PARCELS FOR RESIDENTIAL PURPOSES, LOCATED AT 912 BEVERLY ROAD IN THE R-2 ZONE (LOW DENSITY MULTIPLE FAMILY RESIDENTIAL) (APPLICANT: JEFF MEITER FOR VALUED ENGINEERING, INC. ON BEHALF OF JAVIER VILLANUEVA)

A motion was made by Council Member Speake, seconded by Council Member Casillas, that this Planning & Housing Commission Report be approved. The motion carried by the following vote:

Aye: 3 - Daddario, Casillas, and Speake

Nay: 1 - Richins

Absent: 1 - Steiner

- 27.** CONDITIONAL USE PERMIT 2022-0005 TO ALLOW FOR A NONPROFIT ORGANIZATION, ABC HOPES, TO CONDUCT RECREATIONAL, SOCIAL, AND EDUCATIONAL PROGRAMS FOR PERSONS WITH DISABILITIES IN THE M-2 (GENERAL MANUFACTURING) ZONE, LOCATED AT 1831 COMMERCE STREET, SUITE 103 (APPLICANT: KATIE MOORE OF ABC HOPES, INC.)

Joe Morgan, resident, addressed the Council to welcome ABC Hopes and provided comments on the applicant process.

The Council took no action.

C) Parks & Recreation Commission

None.

D) Regional Meetings

- 28.** UPDATE FROM COUNCIL MEMBER JACQUE CASILLAS ON LEAGUE OF CALIFORNIA CITIES COMMUNITY SERVICES COMMITTEE MEETING OF MARCH 17, 2023

Council Member Casillas provided an update.

- 29.** UPDATE FROM COUNCIL MEMBER JACQUE CASILLAS ON I-REN MEETING OF MARCH 21, 2023

Council Member Casillas provided an update.

- 30.** UPDATE FROM COUNCIL MEMBER JACQUE CASILLAS ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) MEETING OF APRIL 3, 2023

Council Member Casillas provided an update.

- 31.** UPDATE FROM COUNCIL MEMBER WES SPEAKE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) WESTERN PROGRAMS MEETING OF MARCH 27, 2023

Council Member Speake provided an update.

- 32.** UPDATE FROM COUNCIL MEMBER WES SPEAKE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) STATE ROUTE 91 ADVISORY COMMITTEE MEETING OF MARCH 30, 2023

Council Member Speake provided an update.

33. UPDATE FROM VICE MAYOR TOM RICHINS ON THE RIVERSIDE TRANSIT AGENCY (RTA) BOARD MEETING OF MARCH 23, 2023

Vice Mayor Richins provided an update.

34. UPDATE FROM MAYOR TONY DADDARIO ON THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (RCA) MEETING OF APRIL 3, 2023

Mayor Daddario provided an update.

CITY ATTORNEY'S REPORTS AND COMMENTS

Jamie Raymond, Chief Deputy City Attorney, stated that the Council met on agenda item 2 with no reportable action, and the Council did not meet on agenda item 1.

CITY MANAGER'S REPORTS AND COMMENTS

None.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Speake provided a brief overview of the following: The Housing and Economic Development League of Cities meeting, updates of the revenues for the 91 and 15 Freeway toll lanes, and announced his invitation to speak at a Southern California Edison event. He also acknowledged Brice Turang, Corona local and Milwaukee Brewer for his first at bat home run and grand slam.

Vice Mayor Richins thanked citizens for sharing their concerns with the Council and staff during Council meetings, and thanked staff for working towards finding solutions. He commended Cynthia Lara, Community Assistance Manager, for all of her hard work and involvement with rent stabilization. He also provided an overview of the tour he took of the homeless shelter, thanked Karen Roper for all of her work towards homeless strategic plans, and gave a shout out to his daughter.

Mayor Daddario provided a brief overview of the following: his tour of an upcoming homeless shelter, Emprendedor@s graduation, Trails Working Group meeting, a Ramadan Iftar event at the Ahmadiyya Mosque, the grand opening of Futures Training Facility, and the Corona Fast- Pitch competition.

35. ADVANCE TRAVEL REQUEST FOR VICE MAYOR TOM RICHINS TO ATTEND THE 2023 CALIFORNIA ANNUAL PEACE OFFICERS' MEMORIAL.

This City Council Member Report was withdrawn by Vice Mayor Richins.

36. CITY COUNCIL APPOINTMENT OF SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) GENERAL ASSEMBLY DELEGATE AND ALTERNATE FOR THE SCAG GENERAL ASSEMBLY MEETING OF MAY 4 - 5, 2023

The Council appointed Council Member Speake as the delegate and Council Member Casillas as the alternate.

37. APPOINTMENT TO THE PLANNING AND HOUSING COMMISSION

Council Member Casillas announced her appointment, Dominick Verrette.

A motion was made by Council Member Casillas, seconded by Council Member Speake, that this Appointment be approved. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

38. APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

Council Member Casillas announced her appointment, Stacey Bass.

A motion was made by Council Member Casillas, seconded by Council Member Speake, that this Appointment be approved. The motion carried by the following vote:

Aye: 4 - Daddario, Richins, Casillas, and Speake

Absent: 1 - Steiner

FUTURE AGENDA ITEMS

1. Strategic Plan Implementation (Staff) April 13, 2023
2. Annual Goal Setting (Staff) April 13, 2023
3. Financial Health Metrics (Staff) April 13, 2023
4. ARPA Update (Staff) April 13, 2023
5. Fiscal Year 2024 Revenue Projections (Staff) April 13, 2023
6. UAS Program (Staff) April 13, 2023
7. Body Worn Camera Project (Staff) April 13, 2023
8. Service Level Changes (Staff) April 13, 2023
9. Fiscal Year 2024 Draft CIP (Staff) April 13, 2023
10. Expenditures and General Fund Financial Forecast (Staff) April 13, 2023
11. Measure Investment Plan X Plan (Staff) April 13, 2023
12. Street Sign Replacement Program (Staff) April 13, 2023
13. Utilities Rate Study (Staff) April 13, 2023
14. Purchasing Update (Staff) April 13, 2023
15. LMD Update (Staff) April 13, 2023
16. Park Ranger Program Update (Staff) April 13, 2023
17. Historic Resources Ordinance Update (W. Speake) April 19, 2023
18. Implementation of SB6 and AB2011 (Staff) April 19, 2023
19. Volunteer Program Update (Staff) May 3, 2023
20. FY 2024 Proposed Budget (Staff) May 17, 2023
21. Parks & Recreation Master Plan Update (Staff) May 3, 2023
22. Co-Sponsorship Program (Staff) May 3, 2023
23. City Park Master Plan Delivery (Staff) June/July
24. Parks Standards (Staff) June/July
25. Quiet Zone at Railroad Crossings (Staff) June/July
26. Trails Master Plan Phase II Delivery (Staff) August/September
27. Parks & Recreation Master Plan Delivery (Staff) September/October
28. Rent Stabilization Update (T. Richins) TBD
29. Security Camera Master Plan Update (Staff) TBD
30. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
31. Historic Civic Center Frontage Design Options (Staff) TBD
32. Development of a I-15 Corridor Lobbying Coalition (W. Speake) TBD
33. Small Business Grant Program Guidelines (Staff) TBD
34. Wylie Labs (J. Casillas) TBD

35. Comprehensive Transit Analysis (Staff) TBD
36. Options to Expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD
37. Historic Commission (T. Richins) TBD
38. SB-9 Compliance (T. Richins) TBD
39. Backyard Chickens (T. Daddario) TBD
40. Short Term Rental Policy (W. Speake) TBD

ADJOURNMENT

The next meeting of the Council is the Spring Financial Workshop on Thursday, April 13, 2023. Council Member Casillas adjourned the meeting at 8:49 p.m. in memory of

Riverside Fire Captain, Tim Strack.



MEMORANDUM

April 19, 2023

TO: City Clerk
**FROM: Kim Sitton
Finance Director**
SUBJECT: Monthly Fiscal Report, February 2023

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements and fund balances for the month of February 2023, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Vicky Pang
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Financial Analyst

DocuSigned by:
Christine Thompson
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Accounting Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
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Finance Director

DocuSigned by:
Jacob Ellis
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City Manager

DocuSigned by:
Chad Willardson
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City Treasurer



CITY OF CORONA
Receipts and Disbursements
February 28, 2023

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 5,822,855.76	\$ 90,461,603.38	\$ 91,386,717.84	\$ 4,897,741.30
Deposits in Transit	834,805.91	1,012,168.26	834,805.91	1,012,168.26
Outstanding Checks	(3,859,469.66)	3,859,469.66	3,267,295.09	(3,267,295.09)
Fiscal Agents	24,277,880.26	11,686,988.31	755,087.03	35,209,781.54
Investments				
Chandler Investment- City Account	315,123,684.62	22,227,976.02	21,861,129.37	315,490,531.27
Chandler Investment -Pension Trust Fund	30,297,348.21	2,124,634.78		32,421,982.99
LAIF	146,062,723.71	52,430,000.00	24,700,000.00	173,792,723.71
Investments Subtotal	491,483,756.54	76,782,610.80	46,561,129.37	521,705,237.97
Change Fund	10,248.00			10,248.00
Returned Checks	19,798.03	27,955.21	29,752.30	18,000.94
Credit Card Reconciling Items- Fees	(2,787.55)	2,787.55	3,645.36	(3,645.36)
TOTAL	\$ 518,587,087.29	\$ 183,833,583.17	\$ 142,838,432.90	\$ 559,582,237.56

* *For informational purpose only*
Subject to final audit



CITY OF CORONA
Cash and Investment Status Report
February 28, 2023

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 173,792,723.71				\$ 173,792,723.71
Chandler Investment- City Account	\$ 315,490,531.27				\$ 315,490,531.27
Chandler Investment -Pension Trust Fund	\$ 32,421,982.99				\$ 32,421,982.99
Investment Total	521,705,237.97				521,705,237.97
General Account - Bank of America	4,406,842.89	927,667.73	(3,191,896.15)	14,355.58	2,156,970.05
Worker's Comp Account - Bank of America	490,898.41	84,500.53	(75,398.94)		500,000.00
Fiscal Agent Accounts	35,209,781.54				35,209,781.54
Cashiers Change	10,248.00				10,248.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 561,823,008.81	\$ 1,012,168.26	\$ (3,267,295.09)	\$ 14,355.58	\$ 559,582,237.56

Subject to final audit



CITY OF CORONA
Cash Balance By Fund
February 28, 2023

General Fund		\$ 167,507,205.67
Special Revenue Funds		
Gas Tax	8,775,653.18	
Measure A	19,993,836.61	
Trip Reduction	1,669,627.97	
Asset Forfeiture	340,028.21	
Development	28,802,481.19	
Residential Refuse/Recycling	(109,042.24)	
Landscape and Streetlight Maintenance	26,398,002.68	
Other Grants and Endowments	<u>29,241,977.41</u>	115,112,565.01
Debt Service Funds		
Public Financing Authority	<u>2,527.06</u>	2,527.06
Capital Project Funds		
Housing/Community Development	313,167.20	
Planned Local Drainage	353,876.90	
Other Grants	20,125,144.35	
Public Facility Project	(3,498,269.60)	
Corona Housing Authority	<u>28,043,130.41</u>	45,337,049.26
Enterprise Funds		
Water Utility	49,549,737.86	
Water Reclamation Utility	78,139,995.43	
Transit	686,301.88	
Electric Utility	24,891,429.89	
Airport	<u>1,498,545.26</u>	154,766,010.32
Internal Service Funds		
Fleet Operations	8,609,146.93	
Workers' Compensation	24,413,852.65	
Liability Risk	(1,216,813.14)	
Warehouse Services	725,933.50	
Information Technology	<u>7,853,063.32</u>	40,385,183.26
Fiduciary Funds		
AD & CFD Bond Funds	28,818,323.89	
AB109 PACT	25,286.58	
Successor Agency	<u>7,628,086.51</u>	36,471,696.98
Total All Funds		<u><u>\$ 559,582,237.56</u></u>

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
February 28, 2023

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	32,661,936.67	31,618,314.56	32,658,692.95	6.26%
Agency	64,745,000.00	59,790,746.33	65,211,511.40	12.50%
CMO	16,983,021.20	16,447,126.71	17,246,251.60	3.31%
Pension Trust	2,756,391.01	33,673,291.71	32,421,982.99	6.21%
Corporate	90,581,000.00	84,294,709.03	90,198,470.19	17.29%
LAIF	143,792,723.71	143,792,723.71	143,792,723.71	27.56%
Money Market Fund FI	14,702,103.80	14,702,103.80	14,702,103.80	2.82%
Municipal Bonds	3,385,000.00	3,257,013.15	3,462,753.45	0.66%
Supranational	12,690,000.00	11,359,267.29	12,633,094.65	2.42%
US Treasury	109,620,000.00	103,731,242.15	109,377,653.23	20.97%
TOTAL PORTFOLIO	\$ 491,917,176.39	\$ 502,666,538.44	\$ 521,705,237.97	100.00%

Subject to final audit



City of Corona Investment Portfolio Report Month Ending February 28, 2023

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending February 28, 2023 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:

Chad Willardson

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Chad T. Willardson
City Treasurer

DocuSigned by:

Jacob Ellis

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Jacob Ellis
City Manager

DocuSigned by:

Kim Sitton

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Kim Sitton
Finance Director

REVIEWED BY:

DocuSigned by:

Christine Thompson

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Christine Thompson
Accounting Manager

Investment Summary

	City's Investment	Pension Trust	Total Investment
Beginning balance January 31, 2022	\$ 461,186,408	\$ 30,297,348	\$ 491,483,756
Acquisitions / Additions:			
Agency Notes	13,777,969		13,777,969
US Corporate Notes	3,878,070.00		3,878,070
LAIF	52,430,000		52,430,000
Money Market Fund	2,171,146	2,124,634.78	4,295,781
	\$ 72,257,185	2,124,634.78	\$ 74,381,819
Dispositions / Withdrawals:			
Agency Notes	19,362		19,362
US Corporate Notes	1,051,265		1,051,265
LAIF	24,700,000		24,700,000
Money Market Fund	18,389,230		18,389,230
	\$ 44,159,857		\$ 44,159,857
Gain/(Loss) on Dispositions	\$ (481)		\$ (481)
Ending balance, February 28, 2023	\$ 489,283,255	\$ 32,421,983	\$ 521,705,238



City of Corona Consolidated - Account #10003

MONTHLY ACCOUNT STATEMENT

FEBRUARY 1, 2023 THROUGH FEBRUARY 28, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

City of Corona Consolidated

Account #10003

Portfolio Summary

As of February 28, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.52
Average Coupon	2.14%
Average Purchase YTM	2.16%
Average Market YTM	4.19%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.75 yrs
Average Life	1.62 yrs

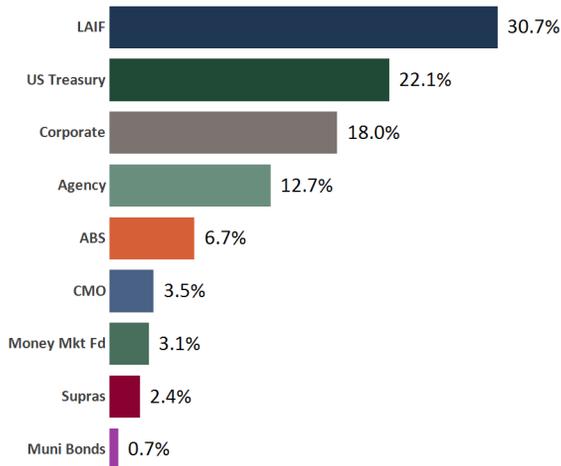
ACCOUNT SUMMARY

	Beg. Values as of 1/31/23	End Values as of 2/28/23
Market Value	444,189,786	468,993,247
Accrued Interest	1,307,980	1,662,870
Total Market Value	445,497,766	470,656,116
Income Earned	732,481	722,217
Cont/WD		27,730,000
Par	460,719,496	489,160,785
Book Value	461,186,408	489,283,255
Cost Value	461,186,408	489,283,255

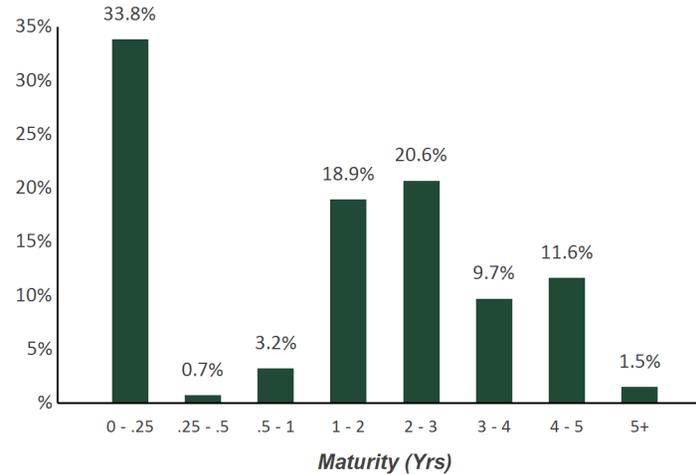
TOP ISSUERS

Local Agency Investment Fund	30.7%
Government of United States	22.1%
Federal Home Loan Mortgage Corp	7.2%
Federal National Mortgage Assoc	6.2%
Federated Govt Obligation Money	3.1%
Federal Home Loan Bank	2.8%
Inter-American Dev Bank	1.2%
Intl Bank Recon and Development	1.2%
Total	74.6%

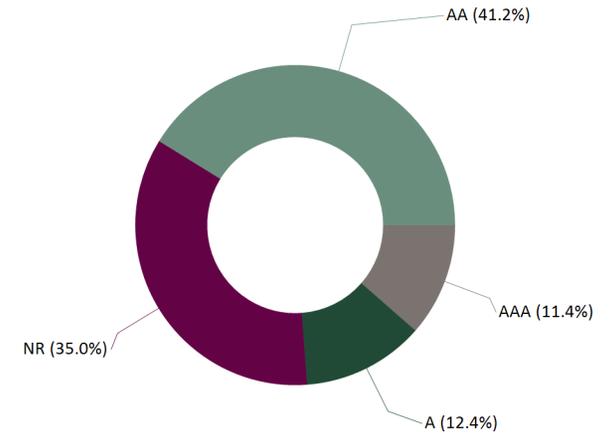
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of February 28, 2023



City of Corona Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
U.S. Treasuries	No limit; 5 years max maturity	Complies
Federal Agencies	75% max; 5 years max maturity	Complies
Supranational Obligations	"AA" rated or better by a NRSRO; 10% max per issuer; 5 years max maturity; Washington D.C. based issuers: IADB, IBRD, and IFC	Complies
Municipal Securities	"A" rating or better by a NRSRO; 25% max; 5% max per issuer; 5 years max maturity	Complies
Corporate Medium Term Notes	"A" rating category or better by NRSRO; 30% max; 5% max per issuer; 5 years max maturity; Issued by corporations; U.S. domiciled corporations or U.S. licensed depository	Complies
Asset-Backed, Mortgage-Backed Pass-Through Securities, Collateralized Mortgage Obligations (Non-Government Issued)	"AA" or rating category or better by a NRSRO; 15% max; 5% max per issuer; 5 years max maturity; Non-Government issued	Complies
Negotiable Certificates of Deposit	"A-1/P-1" or better short term debt rating; and "A2/A" or better long term debt rating; 20% max; 5% max per issuer; 3 years max maturity; May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Federal Association; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	Complies
Banker's Acceptances	20% max; 25% max per institution; 180 days max maturity	Complies
Commercial Paper	"A-1/P-1" rating for issuer's Commercial Paper; "A2/A" or higher rating on long term debt; 25% max; 40% max in Commercial Paper if the Agency's investment assets under management are greater than \$100 million; 5% max per issuer; 10% max of the issuer's outstanding paper; 270 days max maturity; U.S. domiciled corporations with assets > \$500 million	Complies
Mutual Funds and Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered investment adviser with AUM >\$500 million and experience > 5 years; 20% max in Mutual Funds and Money Market Mutual Fund; 20% max in Money Market Mutual Funds; 10% max in Mutual Fund	Complies
Local Agency Investment Fund (LAIF)	Limit set by LAIF; State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities; Not used by investment adviser	Complies
Repurchase Agreements	10% max; 5% max per issuer; 14 days max maturity; 102% collateral or greater with securities permitted in the policy; Not used by investment adviser	Complies
Max Per Issuer	5% max per issuer, unless otherwise specified in the policy, other than U.S. Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF	Complies
Maximum Maturity	5 years	Complies

City of Corona Consolidated

Account #10003

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,506,667.58	06/08/2021 0.34%	1,506,441.58 1,506,441.58	98.83 4.42%	1,489,080.55 220.98	0.32% (17,361.03)	Aaa / AAA NR	1.30 0.28
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	118,007.14	10/16/2019 1.94%	118,000.91 118,000.91	99.79 2.25%	117,760.99 101.22	0.03% (239.92)	Aaa / AAA NR	1.38 0.70
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	231,378.00	05/18/2020 0.83%	231,359.80 231,359.80	98.88 2.43%	228,791.45 84.32	0.05% (2,568.35)	Aaa / AAA NR	1.38 0.70
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	272,493.15	Various 1.00%	273,080.40 273,080.40	99.35 1.99%	270,709.36 133.22	0.06% (2,371.04)	Aaa / NR AAA	1.46 0.74
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	656,888.09	09/22/2020 0.38%	656,791.59 656,791.59	98.05 5.60%	644,107.87 87.77	0.14% (12,683.72)	NR / AAA AAA	1.64 0.37
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,122,740.33	08/10/2021 0.39%	2,122,711.46 2,122,711.46	97.72 5.36%	2,074,407.02 252.96	0.44% (48,304.44)	NR / AAA AAA	1.65 0.46
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	199,675.20	07/14/2020 0.52%	199,644.77 199,644.77	98.65 3.51%	196,986.13 45.26	0.04% (2,658.64)	Aaa / NR AAA	1.72 0.45
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	758,852.39	09/08/2021 0.34%	758,774.08 758,774.08	98.02 4.91%	743,823.01 41.74	0.16% (14,951.07)	Aaa / NR AAA	1.83 0.43
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	488,385.72	10/06/2020 0.36%	488,294.73 488,294.73	98.32 2.17%	480,159.45 75.97	0.10% (8,135.28)	NR / AAA AAA	1.88 0.93
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,205,000.00	01/11/2022 1.16%	1,204,973.37 1,204,973.37	96.96 5.15%	1,168,420.66 621.24	0.25% (36,552.71)	Aaa / AAA NR	1.88 0.77
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	897,858.61	08/04/2020 0.48%	897,670.06 897,670.06	98.82 1.65%	887,272.77 128.94	0.19% (10,397.29)	Aaa / NR AAA	1.98 1.00
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	96.76 5.32%	2,481,932.99 1,536.15	0.53% (82,663.28)	NR / AAA AAA	1.98 0.98
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	97.00 5.61%	2,041,783.27 1,222.07	0.43% (63,198.63)	Aaa / NR AAA	2.06 0.82
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	1,000,000.00	01/11/2022 1.11%	999,850.50 999,850.50	97.26 5.43%	972,630.10 183.33	0.21% (27,220.40)	NR / AAA AAA	2.07 0.63

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ABS									
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	460,224.91	02/17/2021 0.27%	460,216.50 460,216.50	97.13 5.59%	447,018.16 34.52	0.09% (13,198.34)	Aaa / NR AAA	2.15 0.54
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	884,916.01	10/20/2020 0.39%	884,712.22 884,712.22	97.62 5.29%	863,846.96 149.45	0.18% (20,865.26)	NR / AAA AAA	2.21 0.48
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	1,663,070.55	02/02/2021 0.27%	1,662,761.89 1,662,761.89	97.26 5.48%	1,617,576.59 192.18	0.34% (45,185.30)	Aaa / NR AAA	2.21 0.52
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,095,778.99	04/20/2021 0.38%	1,095,663.72 1,095,663.72	97.07 5.23%	1,063,724.93 185.06	0.23% (31,938.79)	NR / AAA AAA	2.55 0.60
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93 1,024,783.93	94.96 5.72%	973,357.32 250.56	0.21% (51,426.61)	Aaa / NR AAA	2.90 1.05
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	95.40 4.80%	1,230,646.97 298.13	0.26% (59,237.96)	Aaa / NR AAA	3.05 1.08
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66 954,979.66	94.64 5.93%	903,848.00 301.36	0.19% (51,131.66)	NR / AAA AAA	3.13 1.04
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06 729,837.06	94.95 5.65%	693,152.74 240.09	0.15% (36,684.32)	NR / AAA AAA	3.21 1.04
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	95.27 5.41%	1,571,967.38 1,378.67	0.33% (77,784.46)	Aaa / AAA NR	3.21 1.36
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	97.17 5.94%	1,034,864.44 569.78	0.22% (30,080.18)	Aaa / AAA NR	3.49 1.06
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11 779,980.11	94.62 5.36%	738,001.60 221.00	0.16% (41,978.51)	Aaa / AAA NR	3.55 1.16
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	95.63 5.28%	965,817.85 1,041.42	0.21% (43,958.74)	Aaa / NR AAA	3.55 1.51

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ABS									
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	95.51 5.41%	1,289,433.20 1,332.00	0.27% (60,514.83)	NR / AAA AAA	3.63 1.43
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	94.99 5.07%	626,903.64 346.50	0.13% (33,039.01)	NR / AAA AAA	3.72 1.33
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	96.42 5.17%	2,666,060.83 4,165.93	0.57% (98,327.55)	NR / AAA AAA	4.22 2.07
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	1,150,000.00	08/02/2022 3.75%	1,149,949.40 1,149,949.40	98.63 5.39%	1,134,228.33 1,307.17	0.24% (15,721.07)	NR / AAA AAA	4.39 0.85
Total ABS		32,661,936.67	1.41%	32,658,692.95	5.11%	31,618,314.56 16,748.99	6.72% (1,040,378.39)	Aaa / AAA AAA	2.65 0.96

AGENCY									
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	97.02 5.28%	5,336,072.51 33,821.18	1.14% (403,927.89)	Aaa / AA+ NR	1.29 1.24
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	96.81 5.05%	3,872,492.00 53,666.67	0.83% (334,268.00)	Aaa / AA+ AAA	1.54 1.46
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	94.79 4.99%	3,317,671.00 21,486.11	0.71% (246,604.00)	Aaa / AA+ AAA	1.63 1.57
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	93.23 4.95%	4,009,057.70 8,480.56	0.85% (288,147.30)	Aaa / AA+ AAA	1.81 1.75
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	94.30 4.87%	3,979,354.50 10,286.25	0.85% (303,523.70)	Aaa / AA+ AAA	1.86 1.79
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	93.87 4.82%	6,172,156.33 5,205.21	1.31% (397,780.92)	Aaa / AA+ AAA	1.96 1.89
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	91.57 4.80%	4,825,823.32 11,802.60	1.03% (433,320.48)	Aaa / AA+ AAA	2.15 2.08
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	90.88 4.73%	5,634,603.40 6,372.22	1.20% (562,128.50)	Aaa / AA+ AAA	2.30 2.24
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	90.26 4.72%	5,686,537.50 2,625.00	1.21% (591,362.10)	Aaa / AA+ AAA	2.39 2.33

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AGENCY									
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	89.92 4.71%	5,651,390.30 392.81	1.20% (609,048.90)	Aaa / AA+ AAA	2.49 2.42
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	89.87 4.60%	5,657,360.57 10,360.52	1.20% (618,985.48)	Aaa / AA+ AAA	2.57 2.50
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	89.65 4.63%	5,648,227.20 9,975.00	1.20% (631,667.80)	Aaa / AA+ AAA	2.69 2.61
Total Agency		64,745,000.00	0.94%	65,211,511.40	4.83%	59,790,746.33 174,474.13	12.74% (5,420,765.07)	Aaa / AA+ AAA	2.10 2.04
CMO									
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,342,432.58	07/23/2019 2.18%	3,451,061.64 3,451,061.64	99.29 5.07%	3,318,711.90 1,704.64	0.71% (132,349.74)	Aaa / NR NR	0.40 0.25
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,739,491.82	Various 2.97%	3,827,155.64 3,827,155.64	98.90 5.31%	3,698,522.70 2,198.20	0.79% (128,632.94)	Aaa / NR AAA	0.65 0.49
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	2,751,096.80	04/22/2019 2.72%	2,770,762.84 2,770,762.84	97.56 5.29%	2,683,986.82 6,659.95	0.57% (86,776.02)	NR / AAA NR	1.16 0.95
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	93.30 4.76%	1,399,543.80 3,316.25	0.30% (186,881.98)	NR / NR AAA	3.49 3.20
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	94.73 4.76%	2,841,966.00 7,800.00	0.61% (286,471.50)	NR / AAA AAA	3.58 3.21
3137FBBX3	FHLMC K068 A2 3.244% Due 8/25/2027	2,650,000.00	11/02/2022 4.79%	2,482,408.20 2,482,408.20	94.51 4.62%	2,504,395.49 7,163.83	0.53% 21,987.29	Aaa / NR NR	4.49 4.01
Total CMO		16,983,021.20	2.70%	17,246,251.60	5.01%	16,447,126.71 28,842.87	3.50% (799,124.89)	Aaa / AAA AAA	2.02 1.76
CORPORATE									
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	95.90 5.24%	2,052,272.84 1,177.00	0.44% (86,207.76)	A2 / A A+	0.88 0.86
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	95.36 5.33%	1,692,625.80 6,027.60	0.36% (81,486.70)	A2 / A A	1.05 1.02
06367TQW3	Bank of Montreal Note 0.625% Due 7/9/2024	1,500,000.00	02/09/2022 1.89%	1,455,540.00 1,455,540.00	93.85 5.36%	1,407,711.00 1,354.17	0.30% (47,829.00)	A2 / A- AA-	1.36 1.32

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CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	93.98 5.20%	2,913,442.00 2,475.70	0.62% (162,750.60)	A2 / A+ NR	1.38 1.34
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	95.66 5.27%	684,001.89 683.22	0.15% (29,417.96)	A1 / A+ NR	1.46 1.41
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	95.18 5.29%	3,426,544.80 27,000.00	0.73% (171,583.20)	A1 / A AA-	1.68 1.60
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	95.34 5.05%	2,472,207.69 17,499.15	0.53% (152,276.52)	A2 / A A	1.70 1.62
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	92.71 5.52%	1,831,022.50 5,362.67	0.39% (141,943.25)	Aa3 / AA- AA-	1.77 1.71
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	93.60 5.07%	2,527,164.90 5,220.00	0.54% (169,217.10)	A1 / A+ A+	1.88 1.81
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	93.19 5.31%	3,489,883.11 7,089.49	0.74% (251,072.29)	Aaa / AA+ AAA	1.88 1.81
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	94.38 5.20%	3,912,026.13 9,441.39	0.83% (224,145.02)	A1 / AA- AA-	1.90 1.82
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	95.48 5.14%	2,835,889.65 33,858.00	0.61% (133,338.15)	A1 / A+ NR	2.11 1.99
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	96.19 5.29%	1,221,639.67 16,311.56	0.26% (47,890.43)	A1 / A AA-	2.13 1.99
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	92.79 5.41%	2,561,849.07 17,026.17	0.55% (300,810.95)	A2 / A- AA-	2.17 2.07
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	96.56 5.06%	1,409,774.54 14,892.00	0.30% (48,371.26)	A2 / A A	2.21 2.07
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 1.85%	3,299,268.65 3,299,268.65	93.81 5.66%	3,091,111.99 6,787.70	0.66% (208,156.66)	A1 / A- AA-	2.26 2.15
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	95.59 5.52%	898,571.38 6,846.33	0.19% (41,174.82)	A2 / A- A	2.30 2.15
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 1.98%	1,565,968.20 1,565,968.20	93.84 5.62%	1,468,646.08 2,864.47	0.31% (97,322.12)	A1 / A- AA-	2.32 2.21

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CORPORATE									
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	97.24 5.27%	2,285,062.45 15,666.67	0.49% (64,138.55)	Aaa / AA+ AAA	2.34 2.19
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	88.15 5.53%	2,644,548.00 5,906.26	0.56% (325,152.00)	Aa1 / AA+ NR	2.78 2.67
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	88.66 5.09%	1,657,923.30 1,953.11	0.35% (162,465.60)	Aaa / AA+ AAA	2.88 2.77
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 2.14%	1,037,330.00 1,037,330.00	92.86 5.67%	928,578.00 7,464.08	0.20% (108,752.00)	A1 / A- AA-	3.15 2.03
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.81%	1,511,376.00 1,511,376.00	93.21 5.57%	1,491,299.20 11,961.07	0.32% (20,076.80)	A1 / A- A+	3.16 2.05
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	88.53 4.91%	4,307,174.24 14,730.14	0.92% (536,808.96)	A1 / AA AA-	3.20 3.07
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	88.66 5.01%	713,700.93 2,725.82	0.15% (93,904.12)	A3 / A+ A	3.21 3.07
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	88.29 5.01%	2,935,526.13 7,585.16	0.63% (388,010.87)	A1 / A+ A+	3.30 3.16
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 2.13%	3,007,920.00 3,007,920.00	90.71 5.68%	2,721,240.00 7,914.00	0.58% (286,680.00)	A2 / A- AA-	3.31 2.21
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	88.12 5.07%	2,002,006.88 3,408.00	0.43% (269,363.04)	Aa3 / AA+ AA+	3.38 3.23
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	86.95 5.34%	1,491,249.10 9,944.62	0.32% (222,173.10)	Aa3 / AA- AA-	3.55 3.36
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	87.83 4.82%	689,497.69 3,754.92	0.15% (94,018.66)	Aa2 / AA AA	3.55 3.39
59217GER6	Metlife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	88.42 5.22%	2,197,174.88 6,471.35	0.47% (284,992.22)	Aa3 / AA- AA-	3.87 3.64
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	90.69 5.04%	1,179,024.60 15,748.06	0.25% (103,841.40)	A2 / A A	4.01 3.69

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	91.40 5.19%	1,736,533.50 25,270.00	0.37% (148,399.50)	A1 / A NR	4.03 3.68
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	3,000,000.00	Various 4.81%	2,906,255.64 2,906,255.64	93.98 5.68%	2,819,310.00 37,962.67	0.61% (86,945.64)	A2 / A- AA-	4.15 2.88
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	96.86 4.83%	1,302,816.76 16,588.33	0.28% (40,004.34)	A2 / A+ A+	4.20 3.76
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	95.39 4.92%	1,302,053.03 14,870.91	0.28% (63,585.37)	A3 / A+ A	4.21 3.80
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	94.09 4.55%	2,352,210.00 21,458.33	0.50% (89,765.00)	Aa3 / A+ NR	4.22 3.87
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,400,000.00	08/26/2022 4.18%	1,395,310.00 1,395,310.00	95.85 5.20%	1,341,944.80 13,259.71	0.29% (53,365.20)	A1 / A NR	4.28 3.82
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	2,500,000.00	02/23/2023 5.09%	2,345,850.00 2,345,850.00	93.66 5.13%	2,341,570.00 11,659.72	0.50% (4,280.00)	A3 / A- NR	4.88 4.37
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	2,450,000.00	01/23/2023 4.40%	2,487,705.50 2,487,705.50	99.49 4.87%	2,437,480.50 16,809.72	0.52% (50,225.00)	A2 / A A+	4.90 4.29
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/16/2023 4.76%	1,532,220.00 1,532,220.00	101.36 4.94%	1,520,400.00 3,500.00	0.32% (11,820.00)	A3 / A+ A	4.97 4.32
Total Corporate		90,581,000.00	2.28%	90,198,470.19 90,198,470.19	5.22%	84,294,709.03 458,529.27	18.01% (5,903,761.16)	A1 / A+ AA-	2.80 2.53
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	143,792,723.71	Various 2.65%	143,792,723.71 143,792,723.71	1.00 2.65%	143,792,723.71 533,852.46	30.66% 0.00	NR / NR NR	0.00 0.00
Total LAIF		143,792,723.71	2.65%	143,792,723.71 143,792,723.71	2.65%	143,792,723.71 533,852.46	30.66% 0.00	NR / NR NR	0.00 0.00

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MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	14,702,103.80	Various 4.17%	14,702,103.80 14,702,103.80	1.00 4.17%	14,702,103.80 0.00	3.12% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		14,702,103.80	4.17%	14,702,103.80	4.17%	14,702,103.80 0.00	3.12% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	96.22 4.90%	3,257,013.15 33,850.00	0.70% (205,740.30)	Aa2 / AA- AA	1.59 1.52
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45	4.90%	3,257,013.15 33,850.00	0.70% (205,740.30)	Aa2 / AA- AA	1.59 1.52
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	89.77 4.62%	5,655,610.80 10,762.50	1.20% (616,750.05)	Aaa / AAA AAA	2.67 2.59
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	89.26 4.58%	5,703,656.49 20,345.94	1.22% (657,077.31)	Aaa / AAA AAA	3.14 3.03
Total Supranational		12,690,000.00	0.78%	12,633,094.65	4.60%	11,359,267.29 31,108.44	2.42% (1,273,827.36)	Aaa / AAA AAA	2.91 2.81
US TREASURY									
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	97.65 5.15%	4,394,178.00 16,781.77	0.94% (194,239.97)	Aaa / AA+ AAA	0.84 0.81
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	97.76 5.16%	4,887,890.00 5,317.68	1.04% (233,906.88)	Aaa / AA+ AAA	0.96 0.93
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	95.08 5.16%	2,757,264.90 3,344.61	0.59% (135,711.66)	Aaa / AA+ AAA	1.04 1.01
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	96.46 5.16%	4,630,123.20 32,088.40	0.99% (203,158.05)	Aaa / AA+ AAA	1.17 1.12

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	95.99 5.14%	4,703,426.70 16,243.09	1.00% (238,827.21)	Aaa / AA+ AAA	1.34 1.29
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	96.23 5.08%	4,811,525.00 4,592.54	1.02% (328,709.38)	Aaa / AA+ AAA	1.46 1.41
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	95.67 4.99%	3,826,720.00 30,082.87	0.82% (263,748.75)	Aaa / AA+ AAA	1.67 1.59
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	93.05 4.81%	6,513,283.00 213.99	1.38% (594,724.81)	Aaa / AA+ AAA	2.00 1.94
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	94.10 4.82%	6,587,112.00 56,512.43	1.41% (235,973.94)	Aaa / AA+ AAA	2.04 1.95
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	90.09 4.62%	5,405,628.00 1,201.66	1.15% (473,434.50)	Aaa / AA+ AAA	2.42 2.36
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	89.65 4.54%	2,868,748.80 3,340.66	0.61% (261,626.20)	Aaa / AA+ AAA	2.59 2.52
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	89.30 4.55%	5,358,282.00 5,013.81	1.14% (564,843.00)	Aaa / AA+ AAA	2.67 2.60
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	89.33 4.54%	3,394,467.80 3,562.50	0.72% (337,399.39)	Aaa / AA+ AAA	2.76 2.68
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	88.26 4.41%	1,385,647.46 32.00	0.29% (173,252.15)	Aaa / AA+ AAA	3.51 3.38
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	88.46 4.39%	2,768,826.17 11,436.54	0.59% (314,346.10)	Aaa / AA+ AAA	3.59 3.44
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	89.08 4.38%	2,779,236.72 11,732.32	0.59% (321,750.78)	Aaa / AA+ AAA	3.67 3.51
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	93.58 4.29%	2,245,968.00 15,750.00	0.48% (105,188.25)	Aaa / AA+ AAA	4.25 3.93
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	95.95 4.28%	6,380,621.80 35,821.82	1.36% (309,759.06)	Aaa / AA+ AAA	4.34 3.97
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	1,300,000.00	08/22/2022 3.12%	1,277,960.94 1,277,960.94	93.95 4.27%	1,221,288.90 2,863.95	0.26% (56,672.04)	Aaa / AA+ AAA	4.42 4.09
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,450,000.00	Various 3.45%	3,399,517.58 3,399,517.58	95.43 4.25%	3,292,459.20 292.97	0.70% (107,058.38)	Aaa / AA+ AAA	4.51 4.14

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	2,800,000.00	Various 4.37%	2,770,000.01 2,770,000.01	99.48 4.25%	2,785,344.80 48,230.76	0.60% 15,344.79	Aaa / AA+ AAA	4.59 4.07
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	4,600,000.00	Various 3.74%	4,628,085.94 4,628,085.94	98.57 4.21%	4,534,413.20 44,562.50	0.97% (93,672.74)	Aaa / AA+ AAA	4.76 4.25
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	2,500,000.00	01/25/2023 3.57%	2,534,570.31 2,534,570.31	98.54 4.21%	2,463,477.50 16,056.63	0.53% (71,092.81)	Aaa / AA+ AAA	4.84 4.33
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	7,000,000.00	02/16/2023 4.05%	6,828,007.81 6,828,007.81	96.96 4.19%	6,787,263.00 19,627.07	1.45% (40,744.81)	Aaa / AA+ AAA	4.93 4.45
91282CGP0	US Treasury Note 4% Due 2/29/2028	7,000,000.00	02/23/2023 4.16%	6,949,960.94 6,949,960.94	99.26 4.17%	6,948,046.00 760.87	1.48% (1,914.94)	Aaa / AA+ AAA	5.01 4.49
Total US Treasury		109,620,000.00	2.18%	109,377,653.16	4.63%	103,731,242.15 385,463.44	22.12% (5,646,411.01)	Aaa / AA+ AAA	2.93 2.73
TOTAL PORTFOLIO		489,160,785.38	2.16%	489,283,254.91	4.19%	468,993,246.73 1,662,869.60	100.00% (20,290,008.18)	Aa1 / AA AAA	1.75 1.52
TOTAL MARKET VALUE PLUS ACCRUED						470,656,116.33			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2023	60934N807	4,713.30	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,713.30	0.00	4,713.30	0.00
Purchase	02/12/2023	60934N807	49,312.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	49,312.50	0.00	49,312.50	0.00
Purchase	02/14/2023	60934N807	506,843.75	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	506,843.75	0.00	506,843.75	0.00
Purchase	02/15/2023	60934N807	135,811.25	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	135,811.25	0.00	135,811.25	0.00
Purchase	02/15/2023	60934N807	559.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	559.00	0.00	559.00	0.00
Purchase	02/15/2023	60934N807	1,952.67	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	1,952.67	0.00	1,952.67	0.00
Purchase	02/15/2023	60934N807	450.17	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	450.17	0.00	450.17	0.00
Purchase	02/15/2023	60934N807	2,497.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	2,497.50	0.00	2,497.50	0.00
Purchase	02/15/2023	60934N807	1,164.83	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	1,164.83	0.00	1,164.83	0.00
Purchase	02/15/2023	60934N807	565.04	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	565.04	0.00	565.04	0.00
Purchase	02/15/2023	60934N807	7,811.13	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	7,811.13	0.00	7,811.13	0.00
Purchase	02/15/2023	60934N807	2,585.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	2,585.00	0.00	2,585.00	0.00
Purchase	02/15/2023	60934N807	38,761.47	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	38,761.47	0.00	38,761.47	0.00
Purchase	02/15/2023	60934N807	82,486.34	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	82,486.34	0.00	82,486.34	0.00
Purchase	02/15/2023	60934N807	209,458.96	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	209,458.96	0.00	209,458.96	0.00
Purchase	02/15/2023	60934N807	78,974.93	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	78,974.93	0.00	78,974.93	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/15/2023	60934N807	49,248.74	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	49,248.74	0.00	49,248.74	0.00
Purchase	02/15/2023	60934N807	85,828.34	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	85,828.34	0.00	85,828.34	0.00
Purchase	02/15/2023	60934N807	46,790.32	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	46,790.32	0.00	46,790.32	0.00
Purchase	02/15/2023	60934N807	69,670.16	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	69,670.16	0.00	69,670.16	0.00
Purchase	02/15/2023	60934N807	62,181.09	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	62,181.09	0.00	62,181.09	0.00
Purchase	02/15/2023	60934N807	140,957.28	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	140,957.28	0.00	140,957.28	0.00
Purchase	02/16/2023	60934N807	693.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	693.00	0.00	693.00	0.00
Purchase	02/16/2023	60934N807	442.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	442.00	0.00	442.00	0.00
Purchase	02/17/2023	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	97.543	4.05%	6,828,007.81	11,505.52	6,839,513.33	0.00
Purchase	02/21/2023	60934N807	3,565.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	3,565.00	0.00	3,565.00	0.00
Purchase	02/21/2023	60934N807	4,189.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,189.50	0.00	4,189.50	0.00
Purchase	02/21/2023	60934N807	3,332.92	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	3,332.92	0.00	3,332.92	0.00
Purchase	02/21/2023	60934N807	751.67	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	751.67	0.00	751.67	0.00
Purchase	02/21/2023	60934N807	22,956.80	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	22,956.80	0.00	22,956.80	0.00
Purchase	02/21/2023	60934N807	39,594.90	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	39,594.90	0.00	39,594.90	0.00
Purchase	02/21/2023	60934N807	77,792.22	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	77,792.22	0.00	77,792.22	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/21/2023	60934N807	177,613.09	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	177,613.09	0.00	177,613.09	0.00
Purchase	02/21/2023	60934N807	741.56	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	741.56	0.00	741.56	0.00
Purchase	02/21/2023	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	102.148	4.76%	1,532,220.00	1,312.50	1,533,532.50	0.00
Purchase	02/25/2023	60934N807	11,784.38	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	11,784.38	0.00	11,784.38	0.00
Purchase	02/27/2023	60934N807	3,316.25	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	3,316.25	0.00	3,316.25	0.00
Purchase	02/27/2023	60934N807	7,800.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	7,800.00	0.00	7,800.00	0.00
Purchase	02/27/2023	60934N807	7,163.83	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	7,163.83	0.00	7,163.83	0.00
Purchase	02/27/2023	60934N807	2,848.88	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	2,848.88	0.00	2,848.88	0.00
Purchase	02/27/2023	60934N807	916.67	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	916.67	0.00	916.67	0.00
Purchase	02/27/2023	60934N807	82,262.19	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	82,262.19	0.00	82,262.19	0.00
Purchase	02/27/2023	60934N807	16,109.92	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	16,109.92	0.00	16,109.92	0.00
Purchase	02/27/2023	60934N807	19,446.60	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	19,446.60	0.00	19,446.60	0.00
Purchase	02/27/2023	60934N807	10,031.85	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	10,031.85	0.00	10,031.85	0.00
Purchase	02/27/2023	756109AU8	2,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	93.834	5.09%	2,345,850.00	10,645.83	2,356,495.83	0.00
Purchase	02/28/2023	60934N807	99,168.75	Federated Investors Govt Oblig Fund Inst.	1.000	4.17%	99,168.75	0.00	99,168.75	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/28/2023	91282CGP0	7,000,000.00	US Treasury Note 4% Due 2/29/2028	99.285	4.16%	6,949,960.94	0.00	6,949,960.94	0.00
Subtotal			20,171,145.75				19,827,184.50	23,463.85	19,850,648.35	0.00
Security Contribution	02/06/2023	90LAIF\$00	4,460,000.00	Local Agency Investment Fund State Pool	1.000		4,460,000.00	0.00	4,460,000.00	0.00
Security Contribution	02/06/2023	90LAIF\$00	4,470,000.00	Local Agency Investment Fund State Pool	1.000		4,470,000.00	0.00	4,470,000.00	0.00
Security Contribution	02/15/2023	60934N807	30,000,000.00	Federated Investors Govt Oblig Fund Inst.	1.000		30,000,000.00	0.00	30,000,000.00	0.00
Security Contribution	02/21/2023	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Contribution	02/27/2023	90LAIF\$00	6,200,000.00	Local Agency Investment Fund State Pool	1.000		6,200,000.00	0.00	6,200,000.00	0.00
Security Contribution	02/27/2023	90LAIF\$00	6,100,000.00	Local Agency Investment Fund State Pool	1.000		6,100,000.00	0.00	6,100,000.00	0.00
Security Contribution	02/28/2023	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Contribution	02/28/2023	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Subtotal			52,430,000.00				52,430,000.00	0.00	52,430,000.00	0.00
TOTAL ACQUISITIONS			72,601,145.75				72,257,184.50	23,463.85	72,280,648.35	0.00
DISPOSITIONS										
Sale	02/17/2023	60934N807	6,839,513.33	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	6,839,513.33	0.00	6,839,513.33	0.00
Sale	02/21/2023	60934N807	1,533,532.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	1,533,532.50	0.00	1,533,532.50	0.00
Sale	02/27/2023	60934N807	2,356,495.83	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	2,356,495.83	0.00	2,356,495.83	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	02/28/2023	60934N807	6,949,960.94	Federated Investors Govt Oblig Fund Inst.	1.000	4.17%	6,949,960.94	0.00	6,949,960.94	0.00
Subtotal			17,679,502.60				17,679,502.60	0.00	17,679,502.60	0.00
Paydown	02/15/2023	02582JIT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	7,811.13	7,811.13	0.00
Paydown	02/15/2023	43813DAC2	38,577.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		38,577.00	184.47	38,761.47	3.04
Paydown	02/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	2,585.00	2,585.00	0.00
Paydown	02/15/2023	44891RAC4	82,180.09	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		82,180.09	306.25	82,486.34	18.93
Paydown	02/15/2023	44891VAC5	208,987.16	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		208,987.16	471.80	209,458.96	31.35
Paydown	02/15/2023	44891WAC3	0.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	100.000		0.00	1,164.83	1,164.83	0.00
Paydown	02/15/2023	448977AD0	0.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	100.000		0.00	2,497.50	2,497.50	0.00
Paydown	02/15/2023	44933LAC7	78,603.04	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		78,603.04	371.89	78,974.93	8.27
Paydown	02/15/2023	44935FAD6	0.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		0.00	450.17	450.17	0.00
Paydown	02/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	1,952.67	1,952.67	0.00
Paydown	02/15/2023	47787NAC3	49,142.99	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		49,142.99	105.75	49,248.74	7.49
Paydown	02/15/2023	47789KAC7	85,500.18	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		85,500.18	328.16	85,828.34	-184.26

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	02/15/2023	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	559.00	559.00	0.00
Paydown	02/15/2023	58769EAC2	46,774.74	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		46,774.74	15.58	46,790.32	2.37
Paydown	02/15/2023	65479JAD5	69,368.80	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		69,368.80	301.36	69,670.16	3.66
Paydown	02/15/2023	89236XAC0	62,020.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		62,020.55	160.54	62,181.09	11.55
Paydown	02/15/2023	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	565.04	565.04	0.00
Paydown	02/15/2023	89240BAC2	140,566.49	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		140,566.49	390.79	140,957.28	26.09
Paydown	02/16/2023	362554AC1	0.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		0.00	442.00	442.00	0.00
Paydown	02/16/2023	380146AC4	0.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		0.00	693.00	693.00	0.00
Paydown	02/21/2023	36262XAC8	22,259.67	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		22,259.67	697.13	22,956.80	0.30
Paydown	02/21/2023	36265MAC9	0.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		0.00	3,332.92	3,332.92	0.00
Paydown	02/21/2023	43813GAC5	39,482.47	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		39,482.47	112.43	39,594.90	0.72
Paydown	02/21/2023	43813KAC6	77,565.76	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		77,565.76	226.46	77,792.22	11.39

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	02/21/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	751.67	751.67	0.00
Paydown	02/21/2023	89238LAC4	0.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	100.000		0.00	4,189.50	4,189.50	0.00
Paydown	02/21/2023	92290BAA9	177,192.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		177,192.03	421.06	177,613.09	37.21
Paydown	02/21/2023	92348AAA3	740.33	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		740.33	1.23	741.56	0.06
Paydown	02/21/2023	92348KAV5	0.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	100.000		0.00	3,565.00	3,565.00	0.00
Paydown	02/27/2023	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	916.67	916.67	0.00
Paydown	02/27/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	2,848.88	2,848.88	0.00
Paydown	02/27/2023	09690AAC7	82,030.95	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		82,030.95	231.24	82,262.19	8.47
Paydown	02/27/2023	3137B4WB8	7,567.42	FHLMC K033 A2Due 7/25/2023	100.000		7,567.42	8,542.50	16,109.92	-245.94
Paydown	02/27/2023	3137B7MZ9	8,430.83	FHLMC K036 A2Due 10/25/2023	100.000		8,430.83	11,015.77	19,446.60	-197.64
Paydown	02/27/2023	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	100.000		0.00	3,316.25	3,316.25	0.00
Paydown	02/27/2023	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	100.000		0.00	7,800.00	7,800.00	0.00
Paydown	02/27/2023	3137BYPQ7	3,363.76	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		3,363.76	6,668.09	10,031.85	-24.05
Paydown	02/27/2023	3137FBBX3	0.00	FHLMC K068 A2 3.244% Due 8/25/2027	100.000		0.00	7,163.83	7,163.83	0.00
Subtotal			1,280,354.26				1,280,354.26	83,157.56	1,363,511.82	-480.99
Maturity	02/14/2023	78012U3M5	500,000.00	Royal Bank of Canada Yankee CD 1.35% Due 2/14/2023	100.000		500,000.00	6,843.75	506,843.75	0.00
Subtotal			500,000.00				500,000.00	6,843.75	506,843.75	0.00

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As of February 28, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	02/01/2023	90LAIF\$00	600,000.00	Local Agency Investment Fund State Pool	1.000		600,000.00	0.00	600,000.00	0.00
Security Withdrawal	02/02/2023	90LAIF\$00	2,300,000.00	Local Agency Investment Fund State Pool	1.000		2,300,000.00	0.00	2,300,000.00	0.00
Security Withdrawal	02/02/2023	90LAIF\$00	2,100,000.00	Local Agency Investment Fund State Pool	1.000		2,100,000.00	0.00	2,100,000.00	0.00
Security Withdrawal	02/15/2023	90LAIF\$00	5,800,000.00	Local Agency Investment Fund State Pool	1.000		5,800,000.00	0.00	5,800,000.00	0.00
Security Withdrawal	02/15/2023	90LAIF\$00	5,700,000.00	Local Agency Investment Fund State Pool	1.000		5,700,000.00	0.00	5,700,000.00	0.00
Security Withdrawal	02/16/2023	90LAIF\$00	2,700,000.00	Local Agency Investment Fund State Pool	1.000		2,700,000.00	0.00	2,700,000.00	0.00
Security Withdrawal	02/16/2023	90LAIF\$00	2,800,000.00	Local Agency Investment Fund State Pool	1.000		2,800,000.00	0.00	2,800,000.00	0.00
Security Withdrawal	02/23/2023	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Withdrawal	02/23/2023	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Subtotal			24,700,000.00				24,700,000.00	0.00	24,700,000.00	0.00
TOTAL DISPOSITIONS			44,159,856.86				44,159,856.86	90,001.31	44,249,858.17	-480.99
OTHER TRANSACTIONS										
Interest	02/12/2023	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.000		49,312.50	0.00	49,312.50	0.00
Interest	02/15/2023	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.000		7,686.25	0.00	7,686.25	0.00
Interest	02/15/2023	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.000		68,750.00	0.00	68,750.00	0.00
Interest	02/15/2023	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.000		59,375.00	0.00	59,375.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	02/25/2023	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.000		11,784.38	0.00	11,784.38	0.00
Interest	02/28/2023	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.000		39,375.00	0.00	39,375.00	0.00
Interest	02/28/2023	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.000		5,887.50	0.00	5,887.50	0.00
Interest	02/28/2023	91282CFH9	3,450,000.00	US Treasury Note 3.125% Due 8/31/2027	0.000		53,906.25	0.00	53,906.25	0.00
Subtotal			35,595,000.00				296,076.88	0.00	296,076.88	0.00
Dividend	02/02/2023	60934N807	210,460.65	Federated Investors Govt Oblig Fund Inst.	0.000		4,713.30	0.00	4,713.30	0.00
Subtotal			210,460.65				4,713.30	0.00	4,713.30	0.00
TOTAL OTHER TRANSACTIONS			35,805,460.65				300,790.18	0.00	300,790.18	0.00

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Income Earned

As of February 28, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	10,675.97 0.00 14,730.14 4,054.17	0.00 0.00 0.00 4,054.17	4,054.17
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 2,765,000.00	2,764,388.38 0.00 0.00 2,764,388.38	4,165.93 7,811.13 4,165.93 7,811.13	0.00 0.00 0.00 7,811.13	7,811.13
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 1,000,000.00	999,850.50 0.00 0.00 999,850.50	183.33 916.67 183.33 916.67	0.00 0.00 0.00 916.67	916.67
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	05/10/2022 05/18/2022 1,065,000.00	1,064,944.62 0.00 0.00 1,064,944.62	569.78 2,848.88 569.78 2,848.88	0.00 0.00 0.00 2,848.88	2,848.88
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	Various Various 3,000,000.00	2,906,255.64 0.00 0.00 2,906,255.64	29,065.16 0.00 37,962.67 8,897.51	0.00 0.00 0.00 8,897.51	8,897.51
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	4,616.50 0.00 7,914.00 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367TQW3	Bank of Montreal Note 0.625% Due 07/09/2024	02/09/2022 02/11/2022 1,500,000.00	1,455,540.00 0.00 0.00 1,455,540.00	572.92 0.00 1,354.17 781.25	0.00 0.00 0.00 781.25	781.25
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	12,769.63 0.00 17,026.17 4,256.54	0.00 0.00 0.00 4,256.54	4,256.54
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 758,852.39	840,796.56 0.00 82,022.48 758,774.08	46.25 231.24 41.74 226.73	0.00 0.00 0.00 226.73	226.73

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Income Earned



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As of February 28, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	27,080.00 0.00 33,850.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	12,853.36 0.00 17,499.15 4,645.79	0.00 0.00 0.00 4,645.79	4,645.79
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 1,460,000.00	1,458,145.80 0.00 0.00 1,458,145.80	10,755.33 0.00 14,892.00 4,136.67	0.00 0.00 0.00 4,136.67	4,136.67
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 2,500,000.00	2,441,975.00 0.00 0.00 2,441,975.00	15,208.33 0.00 21,458.33 6,250.00	0.00 0.00 0.00 6,250.00	6,250.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 2,140,000.00	2,138,480.60 0.00 0.00 2,138,480.60	374.50 0.00 1,177.00 802.50	0.00 0.00 0.00 802.50	802.50
24422EWR6	John Deere Capital Corp Note 4.75% Due 01/20/2028	01/23/2023 01/25/2023 2,450,000.00	2,487,705.50 0.00 0.00 2,487,705.50	7,111.81 0.00 16,809.72 9,697.91	0.00 0.00 0.00 9,697.91	9,697.91
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	20,644.10 0.00 33,821.18 13,177.08	0.00 0.00 0.00 13,177.08	13,177.08
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	44,083.33 0.00 53,666.67 9,583.34	0.00 0.00 0.00 9,583.34	9,583.34
3130AQF40	FHLB Note 1% Due 12/20/2024	12/21/2021 12/22/2021 4,300,000.00	4,297,205.00 0.00 0.00 4,297,205.00	4,897.22 0.00 8,480.56 3,583.34	0.00 0.00 0.00 3,583.34	3,583.34

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3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	9,057.81 0.00 11,802.60 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	3,788.89 0.00 6,372.22 2,583.33	0.00 0.00 0.00 2,583.33	2,583.33
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	10,213.13 11,784.38 392.81 1,964.06	0.00 0.00 0.00 1,964.06	1,964.06
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	7,350.00 0.00 9,975.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	16,746.52 0.00 21,486.11 4,739.59	0.00 0.00 0.00 4,739.59	4,739.59
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	4,571.67 0.00 10,286.25 5,714.58	0.00 0.00 0.00 5,714.58	5,714.58
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,342,432.58	3,458,875.00 0.00 7,813.36 3,451,061.64	1,708.50 8,542.50 1,704.64 8,538.64	0.00 0.00 0.00 8,538.64	8,538.64
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,739,491.82	3,835,784.11 0.00 8,628.47 3,827,155.64	2,203.16 11,015.77 2,198.20 11,010.81	0.00 0.00 0.00 11,010.81	11,010.81
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	11/12/2021 11/17/2021 1,500,000.00	1,586,425.78 0.00 0.00 1,586,425.78	3,316.25 3,316.25 3,316.25 3,316.25	0.00 0.00 0.00 3,316.25	3,316.25

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3137BSRE5	FHLMC K059 A2 3.12% Due 09/25/2026	02/18/2022 02/24/2022 3,000,000.00	3,128,437.50 0.00 0.00 3,128,437.50	7,800.00 7,800.00 7,800.00 7,800.00	0.00 0.00 0.00 7,800.00	7,800.00
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 2,751,096.80	2,774,150.65 0.00 3,387.81 2,770,762.84	6,668.09 6,668.09 6,659.95 6,659.95	0.00 0.00 0.00 6,659.95	6,659.95
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	46,298.96 49,312.50 5,205.21 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	656.25 0.00 2,625.00 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	8,393.34 0.00 10,360.52 1,967.18	0.00 0.00 0.00 1,967.18	1,967.18
3137FBBX3	FHLMC K068 A2 3.244% Due 08/25/2027	11/02/2022 11/07/2022 2,650,000.00	2,482,408.20 0.00 0.00 2,482,408.20	7,163.83 7,163.83 7,163.83 7,163.83	0.00 0.00 0.00 7,163.83	7,163.83
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 780,000.00	779,980.11 0.00 0.00 779,980.11	221.00 442.00 221.00 442.00	0.00 0.00 0.00 442.00	442.00
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 2,122,740.33	2,144,970.83 0.00 22,259.37 2,122,711.46	255.61 697.13 252.96 694.48	0.00 0.00 0.00 694.48	694.48
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 2,105,000.00	2,104,981.90 0.00 0.00 2,104,981.90	1,222.07 3,332.92 1,222.07 3,332.92	0.00 0.00 0.00 3,332.92	3,332.92

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380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 660,000.00	659,942.65 0.00 0.00 659,942.65	346.50 693.00 346.50 693.00	0.00 0.00 0.00 693.00	693.00
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	Various Various 3,000,000.00	2,969,700.00 0.00 0.00 2,969,700.00	3,718.76 0.00 5,906.26 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 231,378.00	269,933.76 0.00 38,573.96 231,359.80	98.38 184.47 84.32 170.41	0.00 0.00 0.00 170.41	170.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 460,224.91	499,698.25 0.00 39,481.75 460,216.50	37.48 112.43 34.52 109.47	0.00 0.00 0.00 109.47	109.47
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 656,888.09	734,345.96 0.00 77,554.37 656,791.59	98.13 226.46 87.77 216.10	0.00 0.00 0.00 216.10	216.10
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 1,650,000.00	1,649,751.84 0.00 0.00 1,649,751.84	1,378.67 2,585.00 1,378.67 2,585.00	0.00 0.00 0.00 2,585.00	2,585.00
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 1,025,000.00	1,024,783.93 0.00 0.00 1,024,783.93	250.56 751.67 250.56 751.67	0.00 0.00 0.00 751.67	751.67
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 884,916.01	966,873.38 0.00 82,161.16 884,712.22	163.33 306.25 149.45 292.37	0.00 0.00 0.00 292.37	292.37
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 1,506,667.58	1,715,397.39 0.00 208,955.81 1,506,441.58	251.63 471.80 220.98 441.15	0.00 0.00 0.00 441.15	441.15

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44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 01/15/2025	01/11/2022 01/19/2022 1,205,000.00	1,204,973.37 0.00 0.00 1,204,973.37	621.24 1,164.83 621.24 1,164.83	0.00 0.00 0.00 1,164.83	1,164.83
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	03/09/2022 03/16/2022 1,350,000.00	1,349,948.03 0.00 0.00 1,349,948.03	1,332.00 2,497.50 1,332.00 2,497.50	0.00 0.00 0.00 2,497.50	2,497.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 1,095,778.99	1,174,258.49 0.00 78,594.77 1,095,663.72	198.34 371.89 185.06 358.61	0.00 0.00 0.00 358.61	358.61
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 730,000.00	729,837.06 0.00 0.00 729,837.06	240.09 450.17 240.09 450.17	0.00 0.00 0.00 450.17	450.17
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	15,686.56 0.00 20,345.94 4,659.38	0.00 0.00 0.00 4,659.38	4,659.38
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	8,137.51 0.00 10,762.50 2,624.99	0.00 0.00 0.00 2,624.99	2,624.99
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	5,728.25 0.00 7,464.08 1,735.83	0.00 0.00 0.00 1,735.83	1,735.83
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	4,525.13 0.00 6,787.70 2,262.57	0.00 0.00 0.00 2,262.57	2,262.57
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	1,600.73 0.00 2,864.47 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74

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47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 1,010,000.00	1,009,776.59 0.00 0.00 1,009,776.59	1,041.42 1,952.67 1,041.42 1,952.67	0.00 0.00 0.00 1,952.67	1,952.67
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 199,675.20	248,780.27 0.00 49,135.50 199,644.77	56.40 105.75 45.26 94.61	0.00 0.00 0.00 94.61	94.61
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 272,493.15	358,764.84 0.00 85,684.44 273,080.40	175.02 328.16 133.22 286.36	0.00 0.00 0.00 286.36	286.36
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,290,000.00	1,289,884.93 0.00 0.00 1,289,884.93	298.13 559.00 298.13 559.00	0.00 0.00 0.00 559.00	559.00
57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	1,136.00 0.00 3,408.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 Due 11/15/2023	09/15/2020 09/23/2020 0.00	46,772.37 0.00 46,772.37 0.00	8.32 15.58 0.00 7.26	0.00 0.00 0.00 7.26	7.26
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	1,713,422.20 0.00 0.00 1,713,422.20	8,158.16 0.00 9,944.62 1,786.46	0.00 0.00 0.00 1,786.46	1,786.46
59217GER6	Metlife Note 1.875% Due 01/11/2027	01/03/2022 01/11/2022 2,485,000.00	2,482,167.10 0.00 0.00 2,482,167.10	2,588.54 0.00 6,471.35 3,882.81	0.00 0.00 0.00 3,882.81	3,882.81
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 1,600,000.00	1,511,376.00 0.00 0.00 1,511,376.00	9,043.73 0.00 11,961.07 2,917.34	0.00 0.00 0.00 2,917.34	2,917.34

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63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 940,000.00	939,746.20 0.00 0.00 939,746.20	4,143.83 0.00 6,846.33 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50
64952WEK5	New York Life Global Note 1.45% Due 01/14/2025	01/11/2022 01/14/2022 3,745,000.00	3,740,955.40 0.00 0.00 3,740,955.40	2,564.28 0.00 7,089.49 4,525.21	0.00 0.00 0.00 4,525.21	4,525.21
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 118,007.14	187,366.05 0.00 69,365.14 118,000.91	160.73 301.36 101.22 241.85	0.00 0.00 0.00 241.85	241.85
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 1,345,000.00	1,342,821.10 0.00 0.00 1,342,821.10	12,105.00 0.00 16,588.33 4,483.33	0.00 0.00 0.00 4,483.33	4,483.33
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 01/14/2026	12/06/2021 12/08/2021 1,870,000.00	1,820,388.90 0.00 0.00 1,820,388.90	706.44 0.00 1,953.11 1,246.67	0.00 0.00 0.00 1,246.67	1,246.67
66815L2J7	Northwestern Mutual Gbl Note 4% Due 07/01/2025	06/27/2022 07/01/2022 2,350,000.00	2,349,201.00 0.00 0.00 2,349,201.00	7,833.33 0.00 15,666.67 7,833.34	0.00 0.00 0.00 7,833.34	7,833.34
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00 713,419.85	7,088.43 7,686.25 683.22 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 2,970,000.00	2,969,227.80 0.00 0.00 2,969,227.80	26,804.25 0.00 33,858.00 7,053.75	0.00 0.00 0.00 7,053.75	7,053.75
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/06/2024	12/01/2021 12/08/2021 1,975,000.00	1,972,965.75 0.00 0.00 1,972,965.75	3,469.97 0.00 5,362.67 1,892.70	0.00 0.00 0.00 1,892.70	1,892.70

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756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 01/15/2028	02/23/2023 02/27/2023 2,500,000.00	0.00 2,345,850.00 0.00 2,345,850.00	0.00 (10,645.83) 11,659.72 1,013.89	0.00 0.00 0.00 1,013.89	1,013.89
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	20,250.00 0.00 27,000.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	04/07/2022 04/14/2022 1,270,000.00	1,269,530.10 0.00 0.00 1,269,530.10	12,739.69 0.00 16,311.56 3,571.87	0.00 0.00 0.00 3,571.87	3,571.87
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 3,100,000.00	3,076,192.60 0.00 0.00 3,076,192.60	861.11 0.00 2,475.70 1,614.59	0.00 0.00 0.00 1,614.59	1,614.59
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 1,775,000.00	1,774,112.50 0.00 0.00 1,774,112.50	4,918.23 0.00 6,027.60 1,109.37	0.00 0.00 0.00 1,109.37	1,109.37
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/09/2022 03/11/2022 1,300,000.00	1,282,866.00 0.00 0.00 1,282,866.00	13,093.89 0.00 15,748.06 2,654.17	0.00 0.00 0.00 2,654.17	2,654.17
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 03/10/2027	03/09/2022 03/11/2022 1,900,000.00	1,884,933.00 0.00 0.00 1,884,933.00	20,836.67 0.00 25,270.00 4,433.33	0.00 0.00 0.00 4,433.33	4,433.33
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	08/26/2022 08/30/2022 1,400,000.00	1,395,310.00 0.00 0.00 1,395,310.00	8,467.04 0.00 13,259.71 4,792.67	0.00 0.00 0.00 4,792.67	4,792.67
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	4,467.97 0.00 7,585.16 3,117.19	0.00 0.00 0.00 3,117.19	3,117.19

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89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 2,700,000.00	2,696,382.00 0.00 0.00 2,696,382.00	1,957.50 0.00 5,220.00 3,262.50	0.00 0.00 0.00 3,262.50	3,262.50
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 488,385.72	550,303.73 0.00 62,009.00 488,294.73	85.62 160.54 75.97 150.89	0.00 0.00 0.00 150.89	150.89
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 955,000.00	954,979.66 0.00 0.00 954,979.66	301.36 565.04 301.36 565.04	0.00 0.00 0.00 565.04	565.04
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 02/20/2025	02/23/2022 02/28/2022 2,565,000.00	2,564,596.27 0.00 0.00 2,564,596.27	1,536.15 4,189.50 1,536.15 4,189.50	0.00 0.00 0.00 4,189.50	4,189.50
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 1,663,070.55	1,803,302.29 0.00 140,540.40 1,662,761.89	208.42 390.79 192.18 374.55	0.00 0.00 0.00 374.55	374.55
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	2,360.35 0.00 9,441.39 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	23,121.55 0.00 30,082.87 6,961.32	0.00 0.00 0.00 6,961.32	6,961.32
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	63,519.02 68,750.00 5,317.68 10,548.66	0.00 0.00 0.00 10,548.66	10,548.66
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	54,857.34 59,375.00 4,592.54 9,110.20	0.00 0.00 0.00 9,110.20	9,110.20

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 4,500,000.00	4,588,417.97 0.00 0.00 4,588,417.97	8,950.28 0.00 16,781.77 7,831.49	0.00 0.00 0.00 7,831.49	7,831.49
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 4,800,000.00	4,833,281.25 0.00 0.00 4,833,281.25	24,662.98 0.00 32,088.40 7,425.42	0.00 0.00 0.00 7,425.42	7,425.42
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	8,662.98 0.00 16,243.09 7,580.11	0.00 0.00 0.00 7,580.11	7,580.11
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	33,501.38 39,375.00 213.99 6,087.61	0.00 0.00 0.00 6,087.61	6,087.61
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	41.44 0.00 1,201.66 1,160.22	0.00 0.00 0.00 1,160.22	1,160.22
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	2,725.27 0.00 3,340.66 615.39	0.00 0.00 0.00 615.39	615.39
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	3,853.59 0.00 5,013.81 1,160.22	0.00 0.00 0.00 1,160.22	1,160.22
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	2,466.35 0.00 3,562.50 1,096.15	0.00 0.00 0.00 1,096.15	1,096.15
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 2,900,000.00	2,892,976.56 0.00 0.00 2,892,976.56	2,783.84 0.00 3,344.61 560.77	0.00 0.00 0.00 560.77	560.77

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	1,558,899.61 0.00 0.00 1,558,899.61	5,009.25 5,887.50 32.00 910.25	0.00 0.00 0.00 910.25	910.25
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	10/18/2021 10/19/2021 3,130,000.00	3,083,172.27 0.00 0.00 3,083,172.27	9,329.81 0.00 11,436.54 2,106.73	0.00 0.00 0.00 2,106.73	2,106.73
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/15/2021 11/17/2021 3,120,000.00	3,100,987.50 0.00 0.00 3,100,987.50	9,017.40 0.00 11,732.32 2,714.92	0.00 0.00 0.00 2,714.92	2,714.92
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 7,000,000.00	6,823,085.94 0.00 0.00 6,823,085.94	47,037.29 0.00 56,512.43 9,475.14	0.00 0.00 0.00 9,475.14	9,475.14
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/09/2022 06/10/2022 2,400,000.00	2,351,156.25 0.00 0.00 2,351,156.25	10,903.85 0.00 15,750.00 4,846.15	0.00 0.00 0.00 4,846.15	4,846.15
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 6,650,000.00	6,690,380.86 0.00 0.00 6,690,380.86	19,104.97 0.00 35,821.82 16,716.85	0.00 0.00 0.00 16,716.85	16,716.85
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/22/2022 08/23/2022 1,300,000.00	1,277,960.94 0.00 0.00 1,277,960.94	98.76 0.00 2,863.95 2,765.19	0.00 0.00 0.00 2,765.19	2,765.19
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	Various Various 3,450,000.00	3,399,517.58 0.00 0.00 3,399,517.58	45,864.99 53,906.25 292.97 8,334.23	0.00 0.00 0.00 8,334.23	8,334.23
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	Various Various 2,800,000.00	2,770,000.01 0.00 0.00 2,770,000.01	39,346.16 0.00 48,230.76 8,884.60	0.00 0.00 0.00 8,884.60	8,884.60

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	Various Various 4,600,000.00	4,628,085.94 0.00 0.00 4,628,085.94	30,850.96 0.00 44,562.50 13,711.54	0.00 0.00 0.00 13,711.54	13,711.54
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	01/25/2023 01/26/2023 2,500,000.00	2,534,570.31 0.00 0.00 2,534,570.31	8,563.54 0.00 16,056.63 7,493.09	0.00 0.00 0.00 7,493.09	7,493.09
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/16/2023 02/17/2023 7,000,000.00	0.00 6,828,007.81 0.00 6,828,007.81	0.00 (11,505.52) 19,627.07 8,121.55	0.00 0.00 0.00 8,121.55	8,121.55
91282CGP0	US Treasury Note 4% Due 02/29/2028	02/23/2023 02/28/2023 7,000,000.00	0.00 6,949,960.94 0.00 6,949,960.94	0.00 0.00 760.87 760.87	0.00 0.00 0.00 760.87	760.87
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	1,954.36 0.00 2,725.82 771.46	0.00 0.00 0.00 771.46	771.46
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 05/15/2027	05/17/2022 05/20/2022 1,365,000.00	1,365,638.40 0.00 0.00 1,365,638.40	10,662.16 0.00 14,870.91 4,208.75	0.00 0.00 0.00 4,208.75	4,208.75
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 02/15/2028	02/16/2023 02/21/2023 1,500,000.00	0.00 1,532,220.00 0.00 1,532,220.00	0.00 (1,312.50) 3,500.00 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 897,858.61	1,074,824.88 0.00 177,154.82 897,670.06	154.39 421.06 128.94 395.61	0.00 0.00 0.00 395.61	395.61
92348AAA3	Verizon Owner Trust 2019-C A1A Due 04/22/2024	10/01/2019 10/08/2019 0.00	740.27 0.00 740.27 0.00	0.44 1.23 0.00 0.79	0.00 0.00 0.00 0.79	0.79

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 07/20/2027	08/02/2022 08/11/2022 1,150,000.00	1,149,949.40 0.00 0.00 1,149,949.40	1,307.17 3,565.00 1,307.17 3,565.00	0.00 0.00 0.00 3,565.00	3,565.00
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 785,000.00	783,516.35 0.00 0.00 783,516.35	3,068.04 0.00 3,754.92 686.88	0.00 0.00 0.00 686.88	686.88
			314,413,223.90	1,038,607.36	0.00	
			17,656,038.75	355,770.59	0.00	
			1,280,835.25	1,129,017.14	0.00	
Total Fixed Income		330,665,957.87	330,788,427.40	446,180.37	446,180.37	446,180.37

CASH & EQUIVALENT

60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 14,702,103.80	210,460.65 32,171,145.75 17,679,502.60 14,702,103.80	0.00 4,713.30 0.00 4,713.30	0.00 0.00 0.00 4,713.30	4,713.30
78012U3M5	Royal Bank of Canada Yankee CD Due 02/14/2023	02/11/2022 02/14/2022 0.00	500,000.00 0.00 500,000.00 0.00	6,600.00 6,843.75 0.00 243.75	0.00 0.00 0.00 243.75	243.75
			710,460.65	6,600.00	0.00	
			32,171,145.75	11,557.05	0.00	
			18,179,502.60	0.00	0.00	
Total Cash & Equivalent		14,702,103.80	14,702,103.80	4,957.05	4,957.05	4,957.05

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	01/15/2022 01/15/2022 143,792,723.71	146,062,723.71 22,430,000.00 24,700,000.00 143,792,723.71	262,772.60 0.00 533,852.46 271,079.86	0.00 0.00 0.00 271,079.86	271,079.86
			146,062,723.71	262,772.60	0.00	
			22,430,000.00	0.00	0.00	
			24,700,000.00	533,852.46	0.00	
Total Local Agency Investment Fund		143,792,723.71	143,792,723.71	271,079.86	271,079.86	271,079.86
			461,186,408.26	1,307,979.96	0.00	
			72,257,184.50	367,327.64	0.00	
			44,160,337.85	1,662,869.60	0.00	
TOTAL PORTFOLIO		489,160,785.38	489,283,254.91	722,217.28	722,217.28	722,217.28

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	9,944.06	5.85	9,949.91
03/02/2023	Purchase	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	-1,879,657.46	0.00	-1,879,657.46
03/02/2023	Sale	60934N807	1,879,657.46	Federated Investors Govt Oblig Fund Inst.	1,879,657.46	0.00	1,879,657.46
03/03/2023	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
03/10/2023	Interest	89114TZT2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
03/13/2023	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2023	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2023	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
03/15/2023	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
03/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,536.22	158.11	13,694.33
03/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
03/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
03/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	14,787.72	249.79	15,037.51
03/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	22,105.14	142.45	22,247.59
03/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,594.41	280.22	73,874.63
03/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,179.05	414.33	215,593.38
03/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
03/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,116.77	84.86	18,201.63
03/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
03/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,679.23	360.33	128,039.56
03/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
03/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
03/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,885.88	347.00	73,232.88
03/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,817.49	189.79	7,007.28
03/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
03/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
03/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
03/17/2023	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
03/18/2023	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
03/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	72,897.59	202.54	73,100.13
03/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
03/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	192,783.50	689.89	193,473.39
03/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,242.55	351.66	37,594.21
03/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
03/21/2023	Paydown	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
03/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,350.61	103.55	35,454.16
03/21/2023	Paydown	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
03/21/2023	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	3,363.76	6,668.09	10,031.85
03/21/2023	Paydown	3137FBBX3	0.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
03/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
03/23/2023	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
03/25/2023	Interest	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	6,659.95	6,659.95
03/25/2023	Interest	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,961.76	10,961.76
03/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
03/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
03/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
03/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
03/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,802.75	208.68	76,011.43
03/25/2023	Paydown	3137B4WB8	3,342,432.58	FHLMC K033 A2 3.06% Due 7/25/2023	664,397.92	8,523.20	672,921.12

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03/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
03/31/2023	Interest	91282CFM8	2,800,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	57,750.00	57,750.00
03/31/2023	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
03/31/2023	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
MAR 2023					1,656,484.65	381,130.32	2,037,614.97
04/01/2023	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	27,423.72	16.12	27,439.84
04/07/2023	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
04/14/2023	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25
04/15/2023	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,621.39	256.92	73,878.31
04/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,198.77	355.16	215,553.93
04/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,909.57	323.92	73,233.49
04/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,123.87	77.16	18,201.03
04/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
04/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,832.83	178.83	7,011.66
04/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,720.73	332.67	128,053.40

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04/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
04/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,545.47	148.86	13,694.33
04/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
04/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	14,828.39	236.23	15,064.62
04/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	22,031.55	136.00	22,167.55
04/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
04/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
04/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
04/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
04/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
04/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
04/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
04/17/2023	Dividend	90LAIF\$00	7,740,238,251.58	Local Agency Investment Fund State Pool	0.00	532,209.87	532,209.87
04/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	72,920.07	180.06	73,100.13
04/20/2023	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	192,822.05	627.24	193,449.29
04/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92

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04/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,257.14	337.07	37,594.21
04/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
04/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
04/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,359.15	95.60	35,454.75
04/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
04/22/2023	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2023	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/23/2023	Interest	06051GHT9	3,000,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	53,385.01	53,385.01
04/25/2023	Interest	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,881.16	10,881.16
04/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
04/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	1,783.89	6,659.95	8,443.84
04/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
04/25/2023	Paydown	3137B4WB8	3,342,432.58	FHLMC K033 A2 3.06% Due 7/25/2023	666,435.95	6,828.99	673,264.94
04/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
04/25/2023	Paydown	3137FBXB3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
04/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	916.67	916.67
04/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,821.07	187.84	76,008.91

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04/28/2023	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
04/28/2023	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
04/30/2023	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2023	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
04/30/2023	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2023	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
APR 2023					1,674,635.61	1,005,014.97	2,679,650.58
05/01/2023	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/01/2023	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
05/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	55,808.72	32.81	55,841.53
05/07/2023	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2023	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/10/2023	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
05/12/2023	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/13/2023	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00
05/15/2023	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50

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05/15/2023	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,218.49	295.98	215,514.47
05/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
05/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
05/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
05/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
05/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
05/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,933.27	300.83	73,234.10
05/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,130.96	69.46	18,200.42
05/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,030.42	559.00	56,589.42
05/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,848.20	167.84	7,016.04
05/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,762.23	305.00	128,067.23
05/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,554.73	139.60	13,694.33
05/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,648.38	233.61	73,881.99
05/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	14,869.16	222.64	15,091.80
05/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,957.19	129.57	22,086.76

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
05/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,140.03	565.04	43,705.07
05/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
05/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
05/18/2023	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
05/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	72,942.55	157.58	73,100.13
05/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
05/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,271.73	322.48	37,594.21
05/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
05/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	192,860.61	564.57	193,425.18
05/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
05/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,367.70	87.64	35,455.34
05/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,476.86	751.67	47,228.53
05/25/2023	Interest	3137B7M29	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,717.13	10,717.13
05/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
05/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	3,284.57	6,655.63	9,940.20

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
05/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	88,934.09	916.67	89,850.76
05/25/2023	Paydown	3137B4WB8	3,342,432.58	FHLMC K033 A2 3.06% Due 7/25/2023	668,480.24	5,129.58	673,609.82
05/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
05/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,839.39	166.99	76,006.38
05/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
05/31/2023	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
05/31/2023	Interest	91282CFZ9	4,600,000.00	US Treasury Note 3.875% Due 11/30/2027	0.00	89,125.00	89,125.00
05/31/2023	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
MAY 2023					1,941,359.52	459,144.25	2,400,503.77
06/01/2023	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	210,721.52	123.87	210,845.39
06/06/2023	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
06/08/2023	Interest	89115A2C5	1,400,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	28,756.00	28,756.00
06/10/2023	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
06/14/2023	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2023	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00

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06/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,803.76	277.31	128,081.07
06/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
06/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,238.23	236.79	215,475.02
06/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,138.07	61.75	18,199.82
06/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,035.56	534.72	56,570.28
06/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,563.99	130.34	13,694.33
06/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
06/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
06/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,442.24	450.17	36,892.41
06/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
06/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	14,910.06	209.01	15,119.07
06/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,882.04	123.17	22,005.21
06/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,675.39	210.28	73,885.67
06/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,956.97	277.73	73,234.70
06/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,863.61	156.83	7,020.44
06/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
06/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,165.55	539.52	43,705.07

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06/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
06/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
06/17/2023	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2023	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	72,965.04	135.09	73,100.13
06/19/2023	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
06/20/2023	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
06/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
06/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	192,899.19	501.89	193,401.08
06/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
06/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,286.33	307.88	37,594.21
06/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
06/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,376.25	79.68	35,455.93
06/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,487.71	717.58	47,205.29
06/23/2023	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/25/2023	Interest	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	10,097.78	10,097.78
06/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	3,070.46	6,647.68	9,718.14

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06/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,323.93	835.14	90,159.07
06/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,857.72	146.13	76,003.85
06/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
06/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
06/25/2023	Paydown	3137B4WB8	3,342,432.58	FHLMC K033 A2 3.06% Due 7/25/2023	670,530.81	3,424.95	673,955.76
06/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
06/30/2023	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2023	Interest	91282CGC9	2,500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	48,437.50	48,437.50
06/30/2023	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
06/30/2023	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
JUN 2023					2,135,194.43	576,873.52	2,712,067.95
07/01/2023	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Glbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
07/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	263,474.72	154.88	263,629.60
07/07/2023	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/09/2023	Interest	06367TQW3	1,500,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.00	4,687.50	4,687.50
07/11/2023	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88

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07/13/2023	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
07/14/2023	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
07/14/2023	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
07/15/2023	Interest	756109AU8	2,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.00	45,625.00	45,625.00
07/15/2023	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
07/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,806.13	116.79	21,922.92
07/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,573.26	121.07	13,694.33
07/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,448.32	427.69	36,876.01
07/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
07/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	14,951.06	195.34	15,146.40
07/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	0.00	1,164.83	1,164.83
07/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
07/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,980.68	254.63	73,235.31
07/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,879.05	145.79	7,024.84
07/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,191.09	513.98	43,705.07
07/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,845.30	249.62	128,094.92
07/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
07/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,145.17	54.05	18,199.22
07/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,040.69	510.44	56,551.13
07/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,702.40	186.95	73,889.35
07/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,257.96	177.60	215,435.56
07/16/2023	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,056.26	442.00	37,498.26
07/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
07/17/2023	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
07/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	72,987.54	112.59	73,100.13
07/20/2023	Interest	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.00	61,743.40	61,743.40
07/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	192,937.76	439.20	193,376.96
07/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
07/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
07/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,300.93	293.28	37,594.21
07/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
07/21/2023	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50

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07/21/2023	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,498.56	683.49	47,182.05
07/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,384.80	71.72	35,456.52
07/25/2023	Interest	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	9,323.38	9,323.38
07/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/25/2023	Paydown	3137BYQP7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	3,307.19	6,640.24	9,947.43
07/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
07/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
07/25/2023	Paydown	3137B4WB8	3,342,432.58	FHLMC K033 A2 3.06% Due 7/25/2023	672,587.66	1,715.10	674,302.76
07/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,876.05	125.27	76,001.32
07/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
07/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,715.46	753.26	90,468.72
07/31/2023	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
07/31/2023	Interest	91282CFB2	1,300,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	17,875.00	17,875.00
07/31/2023	Interest	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	122,500.00	122,500.00
JUL 2023					2,227,948.04	573,783.66	2,801,731.70
08/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	916,673.48	538.85	917,212.33

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/12/2023	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2023	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2023	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2023	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2023	Interest	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	0.00	39,375.00	39,375.00
08/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
08/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,729.43	163.61	73,893.04
08/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,277.68	118.41	215,396.09
08/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,004.40	231.52	73,235.92
08/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,152.28	46.33	18,198.61
08/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,045.84	486.15	56,531.99
08/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,886.85	221.92	128,108.77
08/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,203.07	1,164.83	134,367.90
08/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
08/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,454.39	405.22	36,859.61
08/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,894.54	134.72	7,029.26
08/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,216.65	488.42	43,705.07
08/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,582.53	111.80	13,694.33
08/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
08/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	14,992.18	181.63	15,173.81
08/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,729.42	110.43	21,839.85
08/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,064.91	421.00	37,485.91
08/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
08/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	73,010.04	90.09	73,100.13
08/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
08/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	192,976.36	376.49	193,352.85
08/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
08/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,315.54	278.67	37,594.21
08/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
08/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,509.41	649.39	47,158.80
08/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,393.35	63.76	35,457.11
08/25/2023	Interest	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	6,629.13	6,629.13

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08/25/2023	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	77,716.37	6,632.24	84,348.61
08/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
08/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
08/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,108.72	671.02	90,779.74
08/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,894.38	104.41	75,998.79
08/31/2023	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
08/31/2023	Interest	91282CFH9	3,450,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	53,906.25	53,906.25
08/31/2023	Interest	91282CGP0	7,000,000.00	US Treasury Note 4% Due 2/29/2028	0.00	140,000.00	140,000.00
08/31/2023	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
AUG 2023					2,416,831.82	543,527.60	2,960,359.42
09/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	1,885,816.01	1,108.54	1,886,924.55
09/03/2023	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
09/10/2023	Interest	89114TZT2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
09/13/2023	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00

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09/14/2023	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/15/2023	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
09/15/2023	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
09/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
09/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,374.01	1,036.07	134,410.08
09/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
09/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,028.13	208.40	73,236.53
09/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,159.39	38.62	18,198.01
09/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,050.97	461.87	56,512.84
09/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,910.05	123.63	7,033.68
09/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,928.41	194.21	128,122.62
09/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
09/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,242.22	462.85	43,705.07
09/15/2023	Paydown	44891VAC5	1,506,667.58	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	215,297.41	59.21	215,356.62
09/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,460.46	382.74	36,843.20
09/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
09/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,591.82	102.51	13,694.33

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09/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,756.46	140.27	73,896.73
09/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	15,033.41	167.89	15,201.30
09/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,651.93	104.09	21,756.02
09/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,073.56	400.00	37,473.56
09/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,073.04	693.00	30,766.04
09/17/2023	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
09/18/2023	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
09/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	73,032.55	67.58	73,100.13
09/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
09/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,330.15	264.06	37,594.21
09/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
09/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	193,014.96	313.77	193,328.73
09/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	259,114.70	3,332.92	262,447.62
09/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,401.90	55.80	35,457.70
09/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,520.25	615.29	47,135.54
09/23/2023	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2023	Interest	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	1,086.40	1,086.40

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
09/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	3,105.29	6,444.10	9,549.39
09/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
09/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,503.69	588.42	91,092.11
09/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
09/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,912.74	83.53	75,996.27
09/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
09/30/2023	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
09/30/2023	Interest	91282CFM8	2,800,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	57,750.00	57,750.00
09/30/2023	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
SEP 2023					3,601,383.51	335,908.66	3,937,292.17
10/01/2023	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/01/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	369,629.60	217.28	369,846.88
10/07/2023	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
10/14/2023	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25
10/15/2023	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,166.50	30.90	18,197.40

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10/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,056.11	437.58	56,493.69
10/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
10/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,117.15	2,585.00	81,702.15
10/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,267.80	437.27	43,705.07
10/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,783.50	116.91	73,900.41
10/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,051.86	185.28	73,237.14
10/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,601.10	93.23	13,694.33
10/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,545.17	907.14	134,452.31
10/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
10/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,466.55	360.25	36,826.80
10/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,465.57	1,952.67	43,418.24
10/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	15,074.73	154.12	15,228.85
10/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,925.59	112.52	7,038.11
10/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,573.64	97.77	21,671.41
10/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,969.98	166.50	128,136.48
10/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,082.21	378.99	37,461.20
10/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,204.87	661.42	30,866.29

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	73,055.07	45.06	73,100.13
10/20/2023	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
10/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
10/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	193,053.56	251.04	193,304.60
10/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	260,250.50	2,922.65	263,173.15
10/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,344.78	249.43	37,594.21
10/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,410.46	47.83	35,458.29
10/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,531.11	581.17	47,112.28
10/22/2023	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/22/2023	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/23/2023	Interest	06051GHT9	3,000,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	53,385.01	53,385.01
10/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
10/25/2023	Paydown	3137B7MZ9	3,739,491.82	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	0.00	0.00
10/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	325,507.24	6,436.58	331,943.82
10/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,900.40	505.46	91,405.86
10/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,931.07	62.66	75,993.73

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
10/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	112,900.38	2,848.88	115,749.26
10/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
10/28/2023	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/28/2023	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
10/31/2023	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
10/31/2023	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2023	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2023	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
OCT 2023					2,427,866.50	451,529.06	2,879,395.56
11/01/2023	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/01/2023	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/07/2023	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2023	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/10/2023	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
11/12/2023	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
11/13/2023	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00

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11/15/2023	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
11/15/2023	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50
11/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,810.56	93.54	73,904.10
11/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
11/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,463.94	2,461.05	81,924.99
11/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,173.61	23.18	18,196.79
11/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,061.24	413.29	56,474.53
11/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,011.58	138.77	128,150.35
11/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,716.55	778.05	134,494.60
11/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,680.76	2,497.50	69,178.26
11/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,075.60	162.14	73,237.74
11/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,941.18	101.38	7,042.56
11/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,293.40	411.67	43,705.07
11/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,610.40	83.93	13,694.33
11/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,472.62	337.77	36,810.39
11/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,518.79	1,872.50	43,391.29

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11/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	15,116.20	140.29	15,256.49
11/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,494.54	91.48	21,586.02
11/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,090.86	357.98	37,448.84
11/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,337.26	629.71	30,966.97
11/18/2023	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
11/18/2023	Paydown	43813KAC6	656,888.09	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	73,077.60	22.53	73,100.13
11/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
11/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	193,092.17	188.30	193,280.47
11/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	261,391.26	2,510.59	263,901.85
11/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	319,187.63	4,189.50	323,377.13
11/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,359.40	234.81	37,594.21
11/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,419.01	39.87	35,458.88
11/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,541.97	547.05	47,089.02
11/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	106,757.51	2,546.87	109,304.38
11/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	10,730.91	5,648.58	16,379.49
11/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83

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11/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	91,298.84	422.14	91,720.98
11/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,949.42	41.78	75,991.20
11/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
11/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
11/30/2023	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
11/30/2023	Interest	91282CFZ9	4,600,000.00	US Treasury Note 3.875% Due 11/30/2027	0.00	89,125.00	89,125.00
11/30/2023	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
NOV 2023					2,125,674.81	437,482.71	2,563,157.52
12/01/2023	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/06/2023	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
12/08/2023	Interest	89115A2C5	1,400,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	28,756.00	28,756.00
12/10/2023	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
12/14/2023	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2023	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00
12/15/2023	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,888.15	648.79	134,536.94
12/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,766.33	2,374.14	69,140.47
12/15/2023	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,478.70	315.27	36,793.97

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12/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,572.07	1,792.23	43,364.30
12/15/2023	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,956.79	90.22	7,047.01
12/15/2023	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,319.02	386.05	43,705.07
12/15/2023	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,619.70	74.63	13,694.33
12/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,812.26	2,336.56	82,148.82
12/15/2023	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	15,157.76	126.44	15,284.20
12/15/2023	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,414.64	85.21	21,499.85
12/15/2023	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,053.18	111.03	128,164.21
12/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
12/15/2023	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,837.62	70.17	73,907.79
12/15/2023	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,099.35	139.00	73,238.35
12/15/2023	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,180.73	15.46	18,196.19
12/15/2023	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,066.39	388.99	56,455.38
12/16/2023	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,099.52	336.96	37,436.48
12/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,470.24	597.85	31,068.09
12/17/2023	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2023	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13

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12/19/2023	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/20/2023	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
12/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
12/20/2023	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	193,130.78	125.55	193,256.33
12/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	262,537.02	2,096.72	264,633.74
12/20/2023	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,374.03	220.18	37,594.21
12/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	319,597.25	3,668.16	323,265.41
12/21/2023	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,427.57	31.90	35,459.47
12/21/2023	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,552.83	512.92	47,065.75
12/23/2023	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
12/25/2023	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	255,448.20	5,622.61	261,070.81
12/25/2023	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	91,699.03	338.45	92,037.48
12/25/2023	Paydown	09690AAC7	758,852.39	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	75,967.78	20.89	75,988.67
12/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100,602.77	2,261.29	102,864.06
12/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
12/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/31/2023	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
12/31/2023	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
12/31/2023	Interest	91282CGC9	2,500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	48,437.50	48,437.50
12/31/2023	Maturity	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	50,625.00	4,550,625.00
DEC 2023					6,794,129.71	555,729.60	7,349,859.31
01/01/2024	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
01/07/2024	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/09/2024	Interest	06367TQW3	1,500,000.00	Bank of Montreal Note 0.625% Due 7/9/2024	0.00	4,687.50	4,687.50
01/11/2024	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88
01/13/2024	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
01/14/2024	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
01/14/2024	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
01/15/2024	Interest	756109AU8	2,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.00	45,625.00	45,625.00
01/15/2024	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
01/15/2024	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,333.91	78.97	21,412.88
01/15/2024	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,484.78	292.78	36,777.56
01/15/2024	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,094.80	83.29	128,178.09

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01/15/2024	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,629.00	65.33	13,694.33
01/15/2024	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	15,199.46	112.54	15,312.00
01/15/2024	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,071.52	364.70	56,436.22
01/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
01/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,162.10	2,211.52	82,373.62
01/15/2024	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,864.70	46.79	73,911.49
01/15/2024	Paydown	47787NAC3	199,675.20	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	18,187.85	7.73	18,195.58
01/15/2024	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,972.45	79.03	7,051.48
01/15/2024	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,344.65	360.42	43,705.07
01/15/2024	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	134,059.98	519.36	134,579.34
01/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,852.02	2,250.62	69,102.64
01/15/2024	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,123.11	115.85	73,238.96
01/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,625.42	1,711.86	43,337.28
01/16/2024	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/16/2024	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,108.17	315.94	37,424.11
01/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,603.80	565.86	31,169.66
01/17/2024	Maturity	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	4,815.00	2,144,815.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/20/2024	Interest	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.00	58,187.50	58,187.50
01/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	263,687.81	1,681.04	265,368.85
01/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	65,984.99	3,565.00	69,549.99
01/20/2024	Paydown	36262XAC8	2,122,740.33	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	193,169.41	62.78	193,232.19
01/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,007.41	3,146.15	323,153.56
01/20/2024	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,388.67	205.54	37,594.21
01/21/2024	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2024	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2024	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,563.69	478.78	47,042.47
01/21/2024	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,436.13	23.93	35,460.06
01/25/2024	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	247,992.68	5,004.21	252,996.89
01/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
01/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	94,436.14	1,992.18	96,428.32
01/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/25/2024	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	92,100.98	254.39	92,355.37
01/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
01/31/2024	Interest	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	122,500.00	122,500.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/31/2024	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
01/31/2024	Interest	91282CFB2	1,300,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	17,875.00	17,875.00
JAN 2024					4,413,485.63	549,286.69	4,962,772.32
02/12/2024	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2024	Interest	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	0.00	39,375.00	39,375.00
02/15/2024	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2024	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2024	Maturity	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	68,750.00	5,068,750.00
02/15/2024	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	43,370.29	334.78	43,705.07
02/15/2024	Paydown	44891WAC3	1,205,000.00	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	134,232.02	389.77	134,621.79
02/15/2024	Paydown	44933LAC7	1,095,778.99	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	73,146.87	92.70	73,239.57
02/15/2024	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	36,490.86	270.28	36,761.14
02/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
02/15/2024	Paydown	44891RAC4	884,916.01	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	73,891.78	23.40	73,915.18
02/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,937.80	2,126.95	69,064.75
02/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,678.84	1,631.38	43,310.22
02/15/2024	Paydown	47789KAC7	272,493.15	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	15,241.25	98.61	15,339.86

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Paydown	65479JAD5	118,007.14	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	6,988.13	67.82	7,055.95
02/15/2024	Paydown	43813DAC2	231,378.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	13,638.32	56.01	13,694.33
02/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,513.48	2,085.93	82,599.41
02/15/2024	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	56,076.67	340.40	56,417.07
02/15/2024	Paydown	89240BAC2	1,663,070.55	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,136.43	55.53	128,191.96
02/15/2024	Paydown	89236XAC0	488,385.72	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	21,252.37	72.74	21,325.11
02/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,737.94	533.73	31,271.67
02/16/2024	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,116.83	294.91	37,411.74
02/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,189.54	3,360.45	69,549.99
02/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	264,843.64	1,263.53	266,107.17
02/20/2024	Paydown	92290BAA9	897,858.61	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	37,403.32	190.89	37,594.21
02/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,418.08	2,623.47	323,041.55
02/21/2024	Paydown	43813GAC5	460,224.91	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	35,444.70	15.95	35,460.65
02/21/2024	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	46,574.56	444.63	47,019.19
02/25/2024	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2024	Paydown	3137BYPQ7	2,751,096.80	FHLMC K726 A2 2.905% Due 4/25/2024	187,275.59	4,403.86	191,679.45
02/25/2024	Paydown	05601XAC3	1,000,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	92,504.70	169.96	92,674.66

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
02/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	88,257.61	1,739.56	89,997.17
02/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
02/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
FEB 2024					6,998,361.62	285,061.58	7,283,423.20
TOTAL					38,413,355.85	6,154,472.62	44,567,828.47

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	143,792,723.71	Various 2.65%	143,792,723.71 143,792,723.71	1.00 2.65%	143,792,723.71 533,852.46	30.66% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	14,702,103.80	Various 4.17%	14,702,103.80 14,702,103.80	1.00 4.17%	14,702,103.80 0.00	3.12% 0.00	Aaa AAA	0.00 0.00
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,342,432.58	07/23/2019 2.18%	3,451,061.64 3,451,061.64	99.29 5.07%	3,318,711.90 1,704.64	0.71% (132,349.74)	Aaa NR	0.24 0.25
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,506,667.58	06/08/2021 0.34%	1,506,441.58 1,506,441.58	98.83 4.42%	1,489,080.55 220.98	0.32% (17,361.03)	Aaa AAA	0.29 0.28
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	656,888.09	09/22/2020 0.38%	656,791.59 656,791.59	98.05 5.60%	644,107.87 87.77	0.14% (12,683.72)	NR AAA	0.38 0.37
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	758,852.39	09/08/2021 0.34%	758,774.08 758,774.08	98.02 4.91%	743,823.01 41.74	0.16% (14,951.07)	Aaa NR	0.45 0.43
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,739,491.82	Various 2.97%	3,827,155.64 3,827,155.64	98.90 5.31%	3,698,522.70 2,198.20	0.79% (128,632.94)	Aaa NR	0.46 0.49
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	199,675.20	07/14/2020 0.52%	199,644.77 199,644.77	98.65 3.51%	196,986.13 45.26	0.04% (2,658.64)	Aaa NR	0.46 0.45
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,122,740.33	08/10/2021 0.39%	2,122,711.46 2,122,711.46	97.72 5.36%	2,074,407.02 252.96	0.44% (48,304.44)	NR AAA	0.47 0.46
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	884,916.01	10/20/2020 0.39%	884,712.22 884,712.22	97.62 5.29%	863,846.96 149.45	0.18% (20,865.26)	NR AAA	0.50 0.48
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	1,663,070.55	02/02/2021 0.27%	1,662,761.89 1,662,761.89	97.26 5.48%	1,617,576.59 192.18	0.34% (45,185.30)	Aaa NR	0.55 0.52
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	460,224.91	02/17/2021 0.27%	460,216.50 460,216.50	97.13 5.59%	447,018.16 34.52	0.09% (13,198.34)	Aaa NR	0.56 0.54
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,095,778.99	04/20/2021 0.38%	1,095,663.72 1,095,663.72	97.07 5.23%	1,063,724.93 185.06	0.23% (31,938.79)	NR AAA	0.63 0.60
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	1,000,000.00	01/11/2022 1.11%	999,850.50 999,850.50	97.26 5.43%	972,630.10 183.33	0.21% (27,220.40)	NR AAA	0.66 0.63
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	231,378.00	05/18/2020 0.83%	231,359.80 231,359.80	98.88 2.43%	228,791.45 84.32	0.05% (2,568.35)	Aaa AAA	0.71 0.70

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	118,007.14	10/16/2019 1.94%	118,000.91 118,000.91	99.79 2.25%	117,760.99 101.22	0.03% (239.92)	Aaa AAA	0.72 0.70
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	272,493.15	Various 1.00%	273,080.40 273,080.40	99.35 1.99%	270,709.36 133.22	0.06% (2,371.04)	Aaa NR	0.76 0.74
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,205,000.00	01/11/2022 1.16%	1,204,973.37 1,204,973.37	96.96 5.15%	1,168,420.66 621.24	0.25% (36,552.71)	Aaa AAA	0.79 0.77
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	97.65 5.15%	4,394,178.00 16,781.77	0.94% (194,239.97)	Aaa AA+	0.84 0.81
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	97.00 5.61%	2,041,783.27 1,222.07	0.43% (63,198.63)	Aaa NR	0.85 0.82
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	95.90 5.24%	2,052,272.84 1,177.00	0.44% (86,207.76)	A2 A	0.88 0.86
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	488,385.72	10/06/2020 0.36%	488,294.73 488,294.73	98.32 2.17%	480,159.45 75.97	0.10% (8,135.28)	NR AAA	0.95 0.93
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	97.76 5.16%	4,887,890.00 5,317.68	1.04% (233,906.88)	Aaa AA+	0.96 0.93
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	2,751,096.80	04/22/2019 2.72%	2,770,762.84 2,770,762.84	97.56 5.29%	2,683,986.82 6,659.95	0.57% (86,776.02)	NR AAA	0.97 0.95
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	96.76 5.32%	2,481,932.99 1,536.15	0.53% (82,663.28)	NR AAA	1.02 0.98
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	897,858.61	08/04/2020 0.48%	897,670.06 897,670.06	98.82 1.65%	887,272.77 128.94	0.19% (10,397.29)	Aaa NR	1.02 1.00
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	95.08 5.16%	2,757,264.90 3,344.61	0.59% (135,711.66)	Aaa AA+	1.04 1.01
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	95.36 5.33%	1,692,625.80 6,027.60	0.36% (81,486.70)	A2 A	1.05 1.02
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06 729,837.06	94.95 5.65%	693,152.74 240.09	0.15% (36,684.32)	NR AAA	1.08 1.04
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66 954,979.66	94.64 5.93%	903,848.00 301.36	0.19% (51,131.66)	NR AAA	1.09 1.04

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93 1,024,783.93	94.96 5.72%	973,357.32 250.56	0.21% (51,426.61)	Aaa NR	1.10 1.05
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	97.17 5.94%	1,034,864.44 569.78	0.22% (30,080.18)	Aaa AAA	1.12 1.06
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	95.40 4.80%	1,230,646.97 298.13	0.26% (59,237.96)	Aaa NR	1.13 1.08
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	96.46 5.16%	4,630,123.20 32,088.40	0.99% (203,158.05)	Aaa AA+	1.17 1.12
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11 779,980.11	94.62 5.36%	738,001.60 221.00	0.16% (41,978.51)	Aaa AAA	1.21 1.16
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	97.02 5.28%	5,336,072.51 33,821.18	1.14% (403,927.89)	Aaa AA+	1.29 1.24
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	95.99 5.14%	4,703,426.70 16,243.09	1.00% (238,827.21)	Aaa AA+	1.34 1.29
06367TQW3	Bank of Montreal Note 0.625% Due 7/9/2024	1,500,000.00	02/09/2022 1.89%	1,455,540.00 1,455,540.00	93.85 5.36%	1,407,711.00 1,354.17	0.30% (47,829.00)	A2 A-	1.36 1.32
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	93.98 5.20%	2,913,442.00 2,475.70	0.62% (162,750.60)	A2 A+	1.38 1.34
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	94.99 5.07%	626,903.64 346.50	0.13% (33,039.01)	NR AAA	1.39 1.33
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	95.27 5.41%	1,571,967.38 1,378.67	0.33% (77,784.46)	Aaa AAA	1.43 1.36
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	95.66 5.27%	684,001.89 683.22	0.15% (29,417.96)	A1 A+	1.46 1.41
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	96.23 5.08%	4,811,525.00 4,592.54	1.02% (328,709.38)	Aaa AA+	1.46 1.41
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	95.51 5.41%	1,289,433.20 1,332.00	0.27% (60,514.83)	NR AAA	1.51 1.43
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	96.81 5.05%	3,872,492.00 53,666.67	0.83% (334,268.00)	Aaa AA+	1.54 1.46

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92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	1,150,000.00	08/02/2022 3.75%	1,149,949.40 1,149,949.40	98.63 5.39%	1,134,228.33 1,307.17	0.24% (15,721.07)	NR AAA	1.57 0.85
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	96.22 4.90%	3,257,013.15 33,850.00	0.70% (205,740.30)	Aa2 AA-	1.59 1.52
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	95.63 5.28%	965,817.85 1,041.42	0.21% (43,958.74)	Aaa NR	1.59 1.51
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	94.79 4.99%	3,317,671.00 21,486.11	0.71% (246,604.00)	Aaa AA+	1.63 1.57
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	95.67 4.99%	3,826,720.00 30,082.87	0.82% (263,748.75)	Aaa AA+	1.67 1.59
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	95.18 5.29%	3,426,544.80 27,000.00	0.73% (171,583.20)	A1 A	1.68 1.60
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	95.34 5.05%	2,472,207.69 17,499.15	0.53% (152,276.52)	A2 A	1.70 1.62
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	92.71 5.52%	1,831,022.50 5,362.67	0.39% (141,943.25)	Aa3 AA-	1.77 1.71
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	93.23 4.95%	4,009,057.70 8,480.56	0.85% (288,147.30)	Aaa AA+	1.81 1.75
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	94.30 4.87%	3,979,354.50 10,286.25	0.85% (303,523.70)	Aaa AA+	1.86 1.79
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	93.60 5.07%	2,527,164.90 5,220.00	0.54% (169,217.10)	A1 A+	1.88 1.81
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	93.19 5.31%	3,489,883.11 7,089.49	0.74% (251,072.29)	Aaa AA+	1.88 1.81
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	94.38 5.20%	3,912,026.13 9,441.39	0.83% (224,145.02)	A1 AA-	1.90 1.82
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	93.87 4.82%	6,172,156.33 5,205.21	1.31% (397,780.92)	Aaa AA+	1.96 1.89
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	93.05 4.81%	6,513,283.00 213.99	1.38% (594,724.81)	Aaa AA+	2.00 1.94
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	94.10 4.82%	6,587,112.00 56,512.43	1.41% (235,973.94)	Aaa AA+	2.04 1.95
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	95.48 5.14%	2,835,889.65 33,858.00	0.61% (133,338.15)	A1 A+	2.11 1.99

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78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	96.19 5.29%	1,221,639.67 16,311.56	0.26% (47,890.43)	A1 A	2.13 1.99
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	91.57 4.80%	4,825,823.32 11,802.60	1.03% (433,320.48)	Aaa AA+	2.15 2.08
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 2.14%	1,037,330.00 1,037,330.00	92.86 5.67%	928,578.00 7,464.08	0.20% (108,752.00)	A1 A-	2.15 2.03
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.81%	1,511,376.00 1,511,376.00	93.21 5.57%	1,491,299.20 11,961.07	0.32% (20,076.80)	A1 A-	2.16 2.05
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	92.79 5.41%	2,561,849.07 17,026.17	0.55% (300,810.95)	A2 A-	2.17 2.07
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	96.56 5.06%	1,409,774.54 14,892.00	0.30% (48,371.26)	A2 A	2.21 2.07
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	96.42 5.17%	2,666,060.83 4,165.93	0.57% (98,327.55)	NR AAA	2.21 2.07
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 1.85%	3,299,268.65 3,299,268.65	93.81 5.66%	3,091,111.99 6,787.70	0.66% (208,156.66)	A1 A-	2.26 2.15
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	95.59 5.52%	898,571.38 6,846.33	0.19% (41,174.82)	A2 A-	2.30 2.15
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	90.88 4.73%	5,634,603.40 6,372.22	1.20% (562,128.50)	Aaa AA+	2.30 2.24
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 2.13%	3,007,920.00 3,007,920.00	90.71 5.68%	2,721,240.00 7,914.00	0.58% (286,680.00)	A2 A-	2.31 2.21
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 1.98%	1,565,968.20 1,565,968.20	93.84 5.62%	1,468,646.08 2,864.47	0.31% (97,322.12)	A1 A-	2.32 2.21
66815L2J7	Northwestern Mutual Glbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	97.24 5.27%	2,285,062.45 15,666.67	0.49% (64,138.55)	Aaa AA+	2.34 2.19
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	90.26 4.72%	5,686,537.50 2,625.00	1.21% (591,362.10)	Aaa AA+	2.39 2.33
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	90.09 4.62%	5,405,628.00 1,201.66	1.15% (473,434.50)	Aaa AA+	2.42 2.36

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3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	89.92 4.71%	5,651,390.30 392.81	1.20% (609,048.90)	Aaa AA+	2.49 2.42
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	89.87 4.60%	5,657,360.57 10,360.52	1.20% (618,985.48)	Aaa AA+	2.57 2.50
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	89.65 4.54%	2,868,748.80 3,340.66	0.61% (261,626.20)	Aaa AA+	2.59 2.52
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	89.77 4.62%	5,655,610.80 10,762.50	1.20% (616,750.05)	Aaa AAA	2.67 2.59
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	89.30 4.55%	5,358,282.00 5,013.81	1.14% (564,843.00)	Aaa AA+	2.67 2.60
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	89.65 4.63%	5,648,227.20 9,975.00	1.20% (631,667.80)	Aaa AA+	2.69 2.61
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	89.33 4.54%	3,394,467.80 3,562.50	0.72% (337,399.39)	Aaa AA+	2.76 2.68
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	88.15 5.53%	2,644,548.00 5,906.26	0.56% (325,152.00)	Aa1 AA+	2.78 2.67
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	88.66 5.09%	1,657,923.30 1,953.11	0.35% (162,465.60)	Aaa AA+	2.88 2.77
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	94.73 4.76%	2,841,966.00 7,800.00	0.61% (286,471.50)	NR AAA	3.07 3.21
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	89.26 4.58%	5,703,656.49 20,345.94	1.22% (657,077.31)	Aaa AAA	3.14 3.03
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	3,000,000.00	Various 4.81%	2,906,255.64 2,906,255.64	93.98 5.68%	2,819,310.00 37,962.67	0.61% (86,945.64)	A2 A-	3.15 2.88
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	88.53 4.91%	4,307,174.24 14,730.14	0.92% (536,808.96)	A1 AA	3.20 3.07
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	88.66 5.01%	713,700.93 2,725.82	0.15% (93,904.12)	A3 A+	3.21 3.07
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	88.29 5.01%	2,935,526.13 7,585.16	0.63% (388,010.87)	A1 A+	3.30 3.16
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	88.12 5.07%	2,002,006.88 3,408.00	0.43% (269,363.04)	Aa3 AA+	3.38 3.23

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3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	93.30 4.76%	1,399,543.80 3,316.25	0.30% (186,881.98)	NR NR	3.41 3.20
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	88.26 4.41%	1,385,647.46 32.00	0.29% (173,252.15)	Aaa AA+	3.51 3.38
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	86.95 5.34%	1,491,249.10 9,944.62	0.32% (222,173.10)	Aa3 AA-	3.55 3.36
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	87.83 4.82%	689,497.69 3,754.92	0.15% (94,018.66)	Aa2 AA	3.55 3.39
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	88.46 4.39%	2,768,826.17 11,436.54	0.59% (314,346.10)	Aaa AA+	3.59 3.44
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	89.08 4.38%	2,779,236.72 11,732.32	0.59% (321,750.78)	Aaa AA+	3.67 3.51
59217GER6	Metlife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	88.42 5.22%	2,197,174.88 6,471.35	0.47% (284,992.22)	Aa3 AA-	3.87 3.64
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	90.69 5.04%	1,179,024.60 15,748.06	0.25% (103,841.40)	A2 A	4.01 3.69
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	91.40 5.19%	1,736,533.50 25,270.00	0.37% (148,399.50)	A1 A	4.03 3.68
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	96.86 4.83%	1,302,816.76 16,588.33	0.28% (40,004.34)	A2 A+	4.20 3.76
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	95.39 4.92%	1,302,053.03 14,870.91	0.28% (63,585.37)	A3 A+	4.21 3.80
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	94.09 4.55%	2,352,210.00 21,458.33	0.50% (89,765.00)	Aa3 A+	4.22 3.87
3137FBBX3	FHLMC K068 A2 3.244% Due 8/25/2027	2,650,000.00	11/02/2022 4.79%	2,482,408.20 2,482,408.20	94.51 4.62%	2,504,395.49 7,163.83	0.53% 21,987.29	Aaa NR	4.24 4.01
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	93.58 4.29%	2,245,968.00 15,750.00	0.48% (105,188.25)	Aaa AA+	4.25 3.93
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,400,000.00	08/26/2022 4.18%	1,395,310.00 1,395,310.00	95.85 5.20%	1,341,944.80 13,259.71	0.29% (53,365.20)	A1 A	4.28 3.82

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91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	95.95 4.28%	6,380,621.80 35,821.82	1.36% (309,759.06)	Aaa AA+	4.34 3.97
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	1,300,000.00	08/22/2022 3.12%	1,277,960.94 1,277,960.94	93.95 4.27%	1,221,288.90 2,863.95	0.26% (56,672.04)	Aaa AA+	4.42 4.09
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,450,000.00	Various 3.45%	3,399,517.58 3,399,517.58	95.43 4.25%	3,292,459.20 292.97	0.70% (107,058.38)	Aaa AA+	4.51 4.14
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	2,800,000.00	Various 4.37%	2,770,000.01 2,770,000.01	99.48 4.25%	2,785,344.80 48,230.76	0.60% 15,344.79	Aaa AA+	4.59 4.07
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	4,600,000.00	Various 3.74%	4,628,085.94 4,628,085.94	98.57 4.21%	4,534,413.20 44,562.50	0.97% (93,672.74)	Aaa AA+	4.76 4.25
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	2,500,000.00	01/25/2023 3.57%	2,534,570.31 2,534,570.31	98.54 4.21%	2,463,477.50 16,056.63	0.53% (71,092.81)	Aaa AA+	4.84 4.33
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	2,500,000.00	02/23/2023 5.09%	2,345,850.00 2,345,850.00	93.66 5.13%	2,341,570.00 11,659.72	0.50% (4,280.00)	A3 A-	4.88 4.37
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	2,450,000.00	01/23/2023 4.40%	2,487,705.50 2,487,705.50	99.49 4.87%	2,437,480.50 16,809.72	0.52% (50,225.00)	A2 A	4.90 4.29
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	7,000,000.00	02/16/2023 4.05%	6,828,007.81 6,828,007.81	96.96 4.19%	6,787,263.00 19,627.07	1.45% (40,744.81)	Aaa AA+	4.93 4.45
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/16/2023 4.76%	1,532,220.00 1,532,220.00	101.36 4.94%	1,520,400.00 3,500.00	0.32% (11,820.00)	A3 A+	4.97 4.32
91282CGP0	US Treasury Note 4% Due 2/29/2028	7,000,000.00	02/23/2023 4.16%	6,949,960.94 6,949,960.94	99.26 4.17%	6,948,046.00 760.87	1.48% (1,914.94)	Aaa AA+	5.01 4.49
TOTAL PORTFOLIO		489,160,785.38	2.16%	489,283,254.91	4.19%	468,993,246.73	100.00% (20,290,008.18)	Aa1 AA	1.62 1.52
TOTAL MARKET VALUE PLUS ACCRUED						470,656,116.33			

City of Corona Consolidated

Account #10003

Issuer Report

As of February 28, 2023



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Local Agency Investment Fund	\$143,792,723.71	\$143,792,723.71	\$143,792,723.71	\$144,326,576.17	30.66%
Government of United States	\$109,620,000.00	\$109,377,653.16	\$103,731,242.15	\$104,116,705.59	22.12%
Federal Home Loan Mortgage Corp	\$36,153,021.20	\$36,370,434.50	\$33,963,181.11	\$34,010,214.71	7.23%
Federal National Mortgage Association	\$31,775,000.00	\$31,843,363.10	\$29,057,069.72	\$29,117,384.71	6.19%
Federated Govt Obligation Money Market Fund	\$14,702,103.80	\$14,702,103.80	\$14,702,103.80	\$14,702,103.80	3.12%
Federal Home Loan Bank	\$13,800,000.00	\$14,243,965.40	\$13,217,622.21	\$13,313,590.62	2.83%
Inter-American Dev Bank	\$6,390,000.00	\$6,360,733.80	\$5,703,656.49	\$5,724,002.43	1.22%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$5,655,610.80	\$5,666,373.30	1.20%
Bank of America Corp	\$6,000,000.00	\$5,914,175.64	\$5,540,550.00	\$5,586,426.67	1.19%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,488,336.07	\$5,505,452.32	1.17%
Toyota Motor Corp	\$6,025,000.00	\$6,019,919.00	\$5,462,691.03	\$5,475,496.19	1.16%
Royal Bank of Canada	\$4,870,000.00	\$4,867,658.10	\$4,648,184.47	\$4,691,496.03	1.00%
Deere & Company	\$4,590,000.00	\$4,626,186.10	\$4,489,753.34	\$4,507,740.06	0.96%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,307,174.24	\$4,321,904.38	0.92%
GM Financial Automobile Leasing Trust	\$4,227,740.33	\$4,227,693.36	\$4,116,190.29	\$4,117,665.32	0.87%
Bank of Montreal Chicago	\$4,261,000.00	\$4,318,200.02	\$3,969,560.07	\$3,987,940.41	0.85%
Northwestern Mutual Gbl	\$4,220,000.00	\$4,169,589.90	\$3,942,985.75	\$3,960,605.53	0.84%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$3,912,026.13	\$3,921,467.52	0.83%
Caterpillar Inc	\$4,053,000.00	\$4,082,630.01	\$3,881,982.23	\$3,914,373.38	0.83%
Hyundai Auto Receivables	\$4,060,695.00	\$4,060,161.03	\$3,910,157.83	\$3,912,064.43	0.83%
Honda ABS	\$4,023,491.00	\$4,022,903.66	\$3,865,242.18	\$3,867,078.02	0.82%
Metlife Inc	\$4,200,000.00	\$4,195,589.30	\$3,688,423.98	\$3,704,839.95	0.79%
United Health Group Inc	\$3,670,000.00	\$3,705,463.45	\$3,536,153.96	\$3,557,250.69	0.76%
Paccar Financial	\$3,685,000.00	\$3,682,647.65	\$3,519,891.54	\$3,554,432.76	0.76%
New York Life Global Funding	\$3,745,000.00	\$3,740,955.40	\$3,489,883.11	\$3,496,972.60	0.74%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,257,013.15	\$3,290,863.15	0.70%
Toronto Dominion Holdings	\$3,300,000.00	\$3,280,243.00	\$3,078,478.30	\$3,117,008.01	0.66%
Toyota ABS	\$3,106,456.27	\$3,106,036.28	\$3,001,584.04	\$3,002,153.55	0.64%
Salesforce.com Inc	\$3,100,000.00	\$3,076,192.60	\$2,913,442.00	\$2,915,917.70	0.62%
Charles Schwab Corp/The	\$3,075,000.00	\$3,056,978.50	\$2,871,650.40	\$2,893,426.06	0.61%

City of Corona Consolidated

Account #10003

Issuer Report

As of February 28, 2023



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
American Express ABS	\$2,765,000.00	\$2,764,388.38	\$2,666,060.83	\$2,670,226.76	0.57%
John Deere ABS	\$2,772,168.35	\$2,772,386.69	\$2,664,160.31	\$2,665,678.34	0.57%
Hyundai Auto Lease Securitization	\$2,711,667.58	\$2,711,414.95	\$2,657,501.21	\$2,658,343.43	0.56%
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,644,548.00	\$2,650,454.26	0.56%
Toyota Lease Owner Trust	\$2,565,000.00	\$2,564,596.27	\$2,481,932.99	\$2,483,469.14	0.53%
Costco Wholesale Corporation	\$2,500,000.00	\$2,441,975.00	\$2,352,210.00	\$2,373,668.33	0.50%
Realty Income Corp	\$2,500,000.00	\$2,345,850.00	\$2,341,570.00	\$2,353,229.72	0.50%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,002,006.88	\$2,005,414.88	0.43%
Prudential Financial Inc	\$1,975,000.00	\$1,972,965.75	\$1,831,022.50	\$1,836,385.17	0.39%
BMW Vehicle Lease Trust	\$1,758,852.39	\$1,758,624.58	\$1,716,453.11	\$1,716,678.18	0.36%
Morgan Stanley	\$1,600,000.00	\$1,511,376.00	\$1,491,299.20	\$1,503,260.27	0.32%
GM Financial Securitized Term Auto Trust	\$1,440,000.00	\$1,439,922.76	\$1,364,905.24	\$1,365,472.74	0.29%
Northern Trust Corp	\$1,345,000.00	\$1,342,821.10	\$1,302,816.76	\$1,319,405.09	0.28%
Verizon Master Trust	\$1,150,000.00	\$1,149,949.40	\$1,134,228.33	\$1,135,535.50	0.24%
BMW ABS	\$1,065,000.00	\$1,064,944.62	\$1,034,864.44	\$1,035,434.22	0.22%
National Rural Utilities	\$940,000.00	\$939,746.20	\$898,571.38	\$905,417.71	0.19%
Verizon Owner Trust	\$897,858.61	\$897,670.06	\$887,272.77	\$887,401.71	0.19%
Wal-Mart Stores	\$785,000.00	\$783,516.35	\$689,497.69	\$693,252.61	0.15%
Nissan ABS	\$118,007.14	\$118,000.91	\$117,760.99	\$117,862.21	0.03%
TOTAL	\$489,160,785.38	\$489,283,254.91	\$468,993,246.73	\$470,656,116.33	100.00%



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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

Portfolio Performance

February 28, 2023

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2006			
8/31/2006	0.744%	0.530%	0.633%
9/30/2006	0.559%	0.506%	0.533%
10/31/2006	0.585%	0.445%	0.517%
10/31/2006	0.585%	0.445%	0.517%
11/30/2006	0.655%	0.488%	0.573%
12/31/2006	-0.102%	0.203%	0.044%
1/31/2007	0.159%	0.350%	0.250%
2/28/2007	1.021%	0.604%	0.798%
3/31/2007	0.334%	0.407%	0.372%
4/30/2007	0.403%	0.415%	0.409%
5/31/2007	-0.330%	0.247%	-0.031%
6/30/2007	0.360%	0.413%	0.390%
7/31/2007	0.984%	0.429%	0.672%
8/31/2007	0.940%	0.464%	0.809%
9/30/2007	0.824%	0.415%	0.728%
10/31/2007	0.451%	0.410%	0.443%
11/30/2007	1.608%	0.401%	1.392%
12/31/2007	0.414%	0.404%	0.413%
1/31/2008	1.952%	0.388%	1.600%
2/29/2008	0.908%	0.329%	0.730%
3/31/2008	0.102%	0.321%	0.164%
4/30/2008	-0.683%	0.278%	-0.482%
5/31/2008	-0.519%	0.263%	-0.340%
6/30/2008	0.310%	0.237%	0.288%
7/31/2008	0.468%	0.237%	0.406%
8/31/2008	0.494%	0.232%	0.431%
9/30/2008	-0.920%	0.227%	-0.704%
10/31/2008	0.620%	0.231%	0.549%
11/30/2008	2.483%	0.208%	2.067%
12/31/2008	2.145%	0.206%	1.875%
1/31/2009	-0.248%	0.175%	-0.192%
2/28/2009	0.166%	0.141%	0.160%
3/31/2009	0.639%	0.153%	0.555%
4/30/2009	0.500%	0.132%	0.454%
5/31/2009	0.334%	0.134%	0.307%
6/30/2009	-0.121%	0.114%	-0.067%
7/31/2009	0.518%	0.089%	0.428%
8/31/2009	0.662%	0.074%	0.544%
9/30/2009	0.353%	0.062%	0.301%
10/31/2009	0.444%	0.054%	0.386%
11/30/2009	0.866%	0.050%	0.775%
12/31/2009	-1.061%	0.049%	-0.960%
1/31/2010	0.957%	0.048%	0.855%
2/28/2010	0.398%	0.041%	0.322%
3/31/2010	-0.270%	0.046%	-0.218%
4/30/2010	0.514%	0.048%	0.446%
5/31/2010	0.464%	0.047%	0.419%
6/30/2010	0.895%	0.042%	0.743%
7/31/2010	0.670%	0.049%	0.548%
8/31/2010	0.389%	0.043%	0.329%
9/30/2010	0.322%	0.041%	0.285%
10/31/2010	0.490%	0.041%	0.444%
11/30/2010	-0.447%	0.037%	-0.400%
12/31/2010	-0.424%	0.038%	-0.381%
1/31/2011	0.246%	0.038%	0.227%
2/28/2011	-0.060%	0.034%	-0.044%
3/31/2011	0.030%	0.037%	0.031%
4/30/2011	0.678%	0.050%	0.599%
5/31/2011	0.519%	0.036%	0.459%
6/30/2011	-0.059%	0.032%	-0.040%
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%
4/30/2013	0.225%	0.020%	0.213%
5/31/2013	-0.474%	0.022%	-0.442%
6/30/2013	-0.505%	0.020%	-0.424%
7/31/2013	0.280%	0.022%	0.240%
8/31/2013	-0.238%	0.023%	-0.200%
9/30/2013	0.493%	0.021%	0.438%
10/31/2013	0.339%	0.021%	0.305%
11/30/2013	0.150%	0.022%	0.137%
12/31/2013	-0.423%	0.025%	-0.379%
1/31/2014	0.483%	0.018%	0.434%
2/28/2014	0.175%	0.018%	0.148%
3/31/2014	-0.271%	0.020%	-0.228%
4/30/2014	0.274%	0.017%	0.239%
5/31/2014	0.380%	0.020%	0.338%
6/30/2014	-0.058%	0.019%	-0.047%
7/31/2014	-0.200%	0.019%	-0.157%
8/31/2014	0.289%	0.021%	0.242%
9/30/2014	-0.151%	0.020%	-0.124%
10/31/2014	0.392%	0.020%	0.333%
11/30/2014	0.320%	0.021%	0.273%
12/31/2014	-0.210%	0.023%	-0.175%
1/31/2015	0.961%	0.023%	0.800%
2/28/2015	-0.419%	0.020%	-0.297%
3/31/2015	0.404%	0.024%	0.325%
4/30/2015	0.035%	0.021%	0.032%
5/31/2015	0.082%	0.025%	0.071%
6/30/2015	-0.143%	0.024%	-0.105%
7/31/2015	0.166%	0.026%	0.131%
8/31/2015	-0.009%	0.028%	0.000%
9/30/2015	0.490%	0.027%	0.401%
10/31/2015	-0.089%	0.027%	-0.069%
11/30/2015	-0.240%	0.030%	-0.201%
12/31/2015	-0.085%	0.034%	-0.070%
1/31/2016	0.917%	0.034%	0.836%
2/29/2016	0.206%	0.036%	0.180%
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2016	-0.814%	0.055%	-0.696%
12/31/2016	0.063%	0.074%	0.064%
1/31/2017	0.177%	0.065%	0.163%
2/28/2017	0.203%	0.059%	0.175%
3/31/2017	0.092%	0.062%	0.086%
4/30/2017	0.330%	0.071%	0.282%
5/31/2017	0.236%	0.079%	0.205%
6/30/2017	-0.062%	0.081%	-0.036%
7/31/2017	0.305%	0.086%	0.259%
8/31/2017	0.304%	0.092%	0.269%
9/30/2017	-0.233%	0.092%	-0.181%
10/31/2017	-0.032%	0.094%	-0.007%
11/30/2017	-0.269%	0.096%	-0.213%
12/31/2017	0.026%	0.105%	0.036%
1/31/2018	-0.471%	0.123%	-0.382%
2/28/2018	-0.167%	0.108%	-0.108%
3/31/2018	0.219%	0.129%	0.201%
4/30/2018	-0.200%	0.154%	-0.132%
5/31/2018	0.467%	0.151%	0.405%
6/30/2018	-0.007%	0.151%	0.030%
7/31/2018	-0.005%	0.218%	0.043%
8/31/2018	0.458%	0.169%	0.419%
9/30/2018	-0.167%	0.168%	-0.123%
10/31/2018	0.039%	0.232%	0.062%
11/30/2018	0.384%	0.180%	0.357%
12/31/2018	0.968%	0.196%	0.882%
1/31/2019	0.514%	0.241%	0.477%
2/28/2019	0.166%	0.185%	0.169%
3/31/2019	0.774%	0.206%	0.670%
4/30/2019	0.192%	0.233%	0.200%
5/31/2019	0.822%	0.208%	0.704%
6/30/2019	0.687%	0.201%	0.612%
7/31/2019	-0.046%	0.235%	0.008%
8/31/2019	1.074%	0.199%	0.993%
9/30/2019	-0.144%	0.186%	-0.113%
10/31/2019	0.331%	0.218%	0.320%
11/30/2019	-0.005%	0.169%	0.008%
12/31/2019	0.194%	0.177%	0.193%
1/31/2020	0.845%	0.202%	0.804%
2/29/2020	1.016%	0.150%	0.911%
3/31/2020	0.494%	0.151%	0.461%
4/30/2020	0.757%	0.172%	0.707%
5/31/2020	0.513%	0.115%	0.480%
6/30/2020	0.284%	0.102%	0.272%
7/31/2020	0.259%	0.098%	0.238%
8/31/2020	0.049%	0.066%	0.051%
9/30/2020	0.012%	0.056%	0.016%
10/31/2020	-0.041%	0.060%	-0.034%
11/30/2020	0.137%	0.048%	0.133%
12/31/2020	0.164%	0.047%	0.159%
1/31/2021	-0.022%	0.049%	-0.018%
2/28/2021	-0.335%	0.031%	-0.299%
3/31/2021	-0.129%	0.031%	-0.117%
4/30/2021	0.212%	0.035%	0.195%
5/31/2021	0.228%	0.027%	0.213%
6/30/2021	-0.209%	0.022%	-0.181%
7/31/2021	0.329%	0.024%	0.283%
8/31/2021	-0.040%	0.019%	-0.029%
9/30/2021	-0.253%	0.017%	-0.208%
10/31/2021	-0.464%	0.026%	-0.378%
11/30/2021	-0.053%	0.017%	-0.041%
12/31/2021	-0.152%	0.018%	-0.120%
1/31/2022	-0.932%	0.025%	-0.739%
2/28/2022	-0.504%	0.021%	-0.372%
3/31/2022	-1.740%	0.031%	-1.247%
4/30/2022	-0.885%	0.048%	-0.635%
5/31/2022	0.580%	0.059%	0.460%
6/30/2022	-0.619%	0.070%	-0.430%
7/31/2022	0.761%	0.111%	0.607%
8/31/2022	-1.094%	0.109%	-0.816%
9/30/2022	-1.623%	0.125%	-1.178%
10/31/2022	-0.274%	0.160%	-0.152%
11/30/2022	1.162%	0.165%	0.888%
12/31/2022	0.154%	0.182%	0.162%
1/31/2023	0.976%	0.228%	0.757%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
2/28/2023	-0.913%	0.193%	-0.550%

City of Corona Consolidated

Account #10003

Corona Supplemental

As of February 28, 2023



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$32,661,936.67	\$31,618,314.56	\$32,658,692.95	6.67%			
Agency	\$64,745,000.00	\$59,790,746.33	\$65,211,511.40	13.33%	1,559	1,011	3.761
CMO	\$16,983,021.20	\$16,447,126.71	\$17,246,251.60	3.52%			
Corporate	\$90,581,000.00	\$84,294,709.03	\$90,198,470.19	18.43%			
LAIF	\$143,792,723.71	\$143,792,723.71	\$143,792,723.71	29.39%	1	1	0.680
Money Market Fund	\$14,702,103.80	\$14,702,103.80	\$14,702,103.80	3.00%			
Municipal Bonds	\$3,385,000.00	\$3,257,013.15	\$3,462,753.45	0.71%			
Supranational	\$12,690,000.00	\$11,359,267.29	\$12,633,094.65	2.58%			
US Treasury	\$109,620,000.00	\$103,731,242.15	\$109,377,653.16	22.35%	1,699	864	4.337
TOTAL PORTFOLIO	\$489,160,785.38	\$468,993,246.73	\$489,283,254.91	100.00%	1139	651	1.945
AVERAGE DAILY BALANCE			\$475,396,525.00				



City of Corona Pension Stabilization Trust - Account #10952

MONTHLY ACCOUNT STATEMENT

FEBRUARY 1, 2023 THROUGH FEBRUARY 28, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Charles Schwab & Co.
Schwab Prime Broker
(877) 518-5226

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

City of Corona Pension Stabilization Trust

Account #10952

Portfolio Summary

As of February 28, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.00%
Average Purchase YTM	2.20%
Average Market YTM	0.00%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

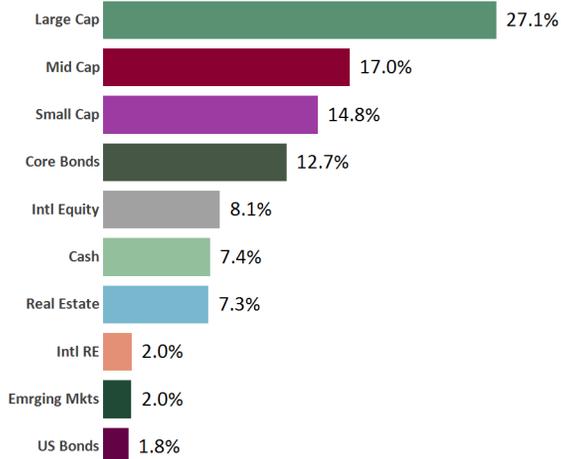
ACCOUNT SUMMARY

	Beg. Values as of 1/31/23	End Values as of 2/28/23
Market Value	32,486,051	33,673,292
Accrued Interest	0	0
Total Market Value	32,486,051	33,673,292
Income Earned	115	13,635
Cont/WD		2,111,000
Par	631,756	2,756,391
Book Value	30,297,348	32,421,983
Cost Value	30,297,348	32,421,983

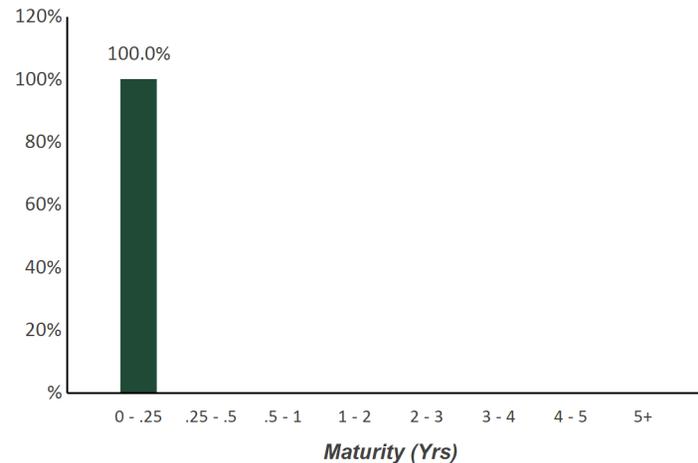
TOP ISSUERS

iShares Core S&P 500 ETF	27.1%
iShares Core S&P Mid-Cap ETF	17.0%
Vanguard Small-Cap ETF	14.8%
Vanguard Total Bond Market	12.7%
Vanguard FTSE Developed Markets	8.1%
Bank Cash Account	7.4%
Vanguard Real Estate ETF	7.3%
iShares Intl Dev Real Estate ET	2.0%
Total	96.3%

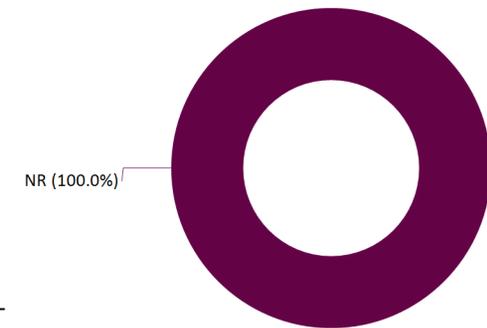
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	7/31/2022	
City of Corona Pension Stabilization Trust	-2.79%	-0.10%	4.48%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Multi Asset Class Index*	-2.44%	0.09%	2.37%	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*35% S&P 500, 15% MSCI EAFE (Europe, Australasia, Israel and the Far East), 50% ICE BofA US Corporate, Government & Mortgage Index

Statement of Compliance

As of February 28, 2023



City of Corona Pension Stabilization Trust

Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.

Category	Standard	Comment
Fixed Income	10%-30% acceptable range (combined Cash & Fixed Income); Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO; Permitted: Fixed-income securities of U.S. and non-U.S. issuers including governments, quasi-government entities, and corporations; Mortgage-backed securities, Asset-backed securities, Money Market Instruments	<i>Complies</i>
Global Equities	50%-80% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Permitted: Equity securities of U.S. and non-U.S. issuers	<i>Complies</i>
Commodities (not direct investment)	0%-5% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Real Estate Investment Trusts (REITs)	0%-15% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Publicly traded Real Estate Investment Trusts (REITs)	<i>Complies</i>
Commingled Funds	Funds that are consistent with the policy's investment objectives	<i>Complies</i>
Mutual Funds	Mutual Funds that invest in securities permitted by the Investment Policy	<i>Complies</i>
Exchange Traded Funds (ETFs)	ETFs that invest in securities permitted by the Investment Policy	<i>Complies</i>
Cash	10%-30% acceptable range (combined Cash & Fixed Income); The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Credit Rating	Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO	<i>Complies</i>
Max per Security Holding	Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase	<i>Complies</i>

City of Corona Pension Stabilization Trust

Account #10952

Reconciliation Summary

As of February 28, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$30,297,348.21
Acquisition		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$13,634.78	
+ Money Market Contributions	\$2,111,000.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,124,634.78
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$32,421,982.99

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$358,006.23
Acquisition		
Contributions	\$2,111,000.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$13,634.78	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$2,124,634.78	
Dispositions		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$2,482,641.01

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CASH									
90CASH\$00	Cash Custodial Cash Account	2,482,641.01	Various 0.00%	2,482,641.01 2,482,641.01	1.00 0.00%	2,482,641.01 0.00	7.37% 0.00	NR / NR NR	0.00 0.00
Total Cash		2,482,641.01	N/A	2,482,641.01	0.00%	2,482,641.01	7.37%	NR / NR	0.00
EMERGING MARKET EQUITY									
922042858	Vanguard FTSE Emerging Markets ETF Due 2/28/2023	16,720.00	Various 3.69%	643,691.94 643,691.94	39.42 0.00%	659,102.40 0.00	1.96% 15,410.46	NR / NR NR	0.00 0.00
Total Emerging Market Equity		16,720.00	3.69%	643,691.94	0.00%	659,102.40	1.96%	NR / NR	0.00
INTERNATIONAL EQUITY									
921943858	Vanguard ETF FTSE Developed Mkts ETF Due 2/28/2023	61,510.00	Various 3.91%	2,420,843.73 2,420,843.73	44.17 0.00%	2,716,896.70 0.00	8.07% 296,052.97	NR / NR NR	0.00 0.00
Total International Equity		61,510.00	3.91%	2,420,843.73	0.00%	2,716,896.70	8.07%	NR / NR	0.00
INTERNATIONAL REAL ESTATE									
464288489	ISHARES Intl Developed Real Estate ETF Due 2/28/2023	31,080.00	Various 3.94%	638,726.03 638,726.03	21.41 0.00%	665,422.80 0.00	1.98% 26,696.77	NR / NR NR	0.00 0.00
Total International Real Estate		31,080.00	3.94%	638,726.03	0.00%	665,422.80	1.98%	NR / NR	0.00
LARGE CAP US EQUITY									
464287200	ISHARES S&P 500 Index ETF	22,950.00	Various N/A	8,940,981.55 8,940,981.55	397.97 N/A	9,133,411.50 0.00	27.12% 192,429.95	NR / NR NR	0.00 0.00
Total Large Cap US Equity		22,950.00	N/A	8,940,981.55	N/A	9,133,411.50	27.12%	NR / NR	0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MID CAP US EQUITY									
464287507	ISHARES S&P Midcap ETF Due 2/28/2023	22,080.00	Various 1.60%	5,222,394.96 5,222,394.96	259.34 0.00%	5,726,227.20 0.00	17.01% 503,832.24	NR / NR NR	0.00 0.00
Total Mid Cap US Equity		22,080.00	1.60%	5,222,394.96	0.00%	5,726,227.20	17.01% 503,832.24	NR / NR NR	0.00 0.00
REAL ESTATE									
922908553	Vanguard ETF REIT Due 2/28/2023	28,560.00	Various 3.44%	2,498,115.23 2,498,115.23	85.72 0.00%	2,448,163.20 0.00	7.27% (49,952.03)	NR / NR NR	0.00 0.00
Total Real Estate		28,560.00	3.44%	2,498,115.23	0.00%	2,448,163.20	7.27% (49,952.03)	NR / NR NR	0.00 0.00
SMALL CAP US EQUITY									
922908751	Vanguard ETF Small Cap Due 2/28/2023	25,260.00	Various 1.55%	4,656,753.29 4,656,753.29	197.52 0.00%	4,989,355.20 0.00	14.82% 332,601.91	NR / NR NR	0.00 0.00
Total Small Cap US Equity		25,260.00	1.55%	4,656,753.29	0.00%	4,989,355.20	14.82% 332,601.91	NR / NR NR	0.00 0.00
US CORE BONDS									
921937835	Vanguard ETF Total Bond Index Due 2/28/2023	59,120.00	Various 2.32%	4,326,313.73 4,326,313.73	72.07 0.00%	4,260,778.40 0.00	12.65% (65,535.33)	NR / NR NR	0.00 0.00
Total US Core Bonds		59,120.00	2.32%	4,326,313.73	0.00%	4,260,778.40	12.65% (65,535.33)	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US HIGH YIELD BONDS									
78468R622	SPDR Bloomberg High Yield Bond ETF Due 2/28/2023	6,470.00	Various 5.41%	591,521.52 591,521.52	91.39 0.00%	591,293.30 0.00	1.76% (228.22)	NR / NR NR	0.00 0.00
Total US High Yield Bonds		6,470.00	5.41%	591,521.52 591,521.52	0.00%	591,293.30 0.00	1.76% (228.22)	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		2,756,391.01	2.20%	32,421,982.99 32,421,982.99	0.00%	33,673,291.71 0.00	100.00% 1,251,308.72	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						33,673,291.71			

City of Corona Pension Stabilization Trust

Account #10952

Transaction Ledger

As of February 28, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/06/2023	90CASH\$00	10,402.87	Cash Custodial Cash Account	1.000		10,402.87	0.00	10,402.87	0.00
Purchase	02/07/2023	90CASH\$00	3,093.91	Cash Custodial Cash Account	1.000		3,093.91	0.00	3,093.91	0.00
Purchase	02/15/2023	90CASH\$00	138.00	Cash Custodial Cash Account	1.000		138.00	0.00	138.00	0.00
Subtotal			13,634.78				13,634.78	0.00	13,634.78	0.00
Security Contribution	02/23/2023	90CASH\$00	2,111,000.00	Cash Custodial Cash Account	1.000		2,111,000.00	0.00	2,111,000.00	0.00
Subtotal			2,111,000.00				2,111,000.00	0.00	2,111,000.00	0.00
TOTAL ACQUISITIONS			2,124,634.78				2,124,634.78	0.00	2,124,634.78	0.00
OTHER TRANSACTIONS										
Dividend	02/06/2023	921937835	59,120.00	Vanguard ETF Total Bond Index	0.000		10,402.87	0.00	10,402.87	0.00
Dividend	02/07/2023	78468R622	6,470.00	SPDR Bloomberg High Yield Bond ETF	0.000		3,093.91	0.00	3,093.91	0.00
Dividend	02/15/2023	90CASH\$00	371,503.01	Cash Custodial Cash Account	0.000		138.00	0.00	138.00	0.00
Subtotal			437,093.01				13,634.78	0.00	13,634.78	0.00
TOTAL OTHER TRANSACTIONS			437,093.01				13,634.78	0.00	13,634.78	0.00

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of February 28, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
EQUITY						
464287200	ISHARES S&P 500 Index ETF	Various Various 22,950.00	8,940,981.55 0.00 0.00 8,940,981.55	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
464287507	ISHARES S&P Midcap ETF	Various Various 22,080.00	5,222,394.96 0.00 0.00 5,222,394.96	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
464288489	ISHARES Intl Developed Real Estate ETF	Various Various 31,080.00	638,726.03 0.00 0.00 638,726.03	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
78468R622	SPDR Bloomberg High Yield Bond ETF	Various Various 6,470.00	591,521.52 0.00 0.00 591,521.52	0.00 3,093.91 0.00 3,093.91	0.00 0.00 0.00 3,093.91	3,093.91
921937835	Vanguard ETF Total Bond Index	Various Various 59,120.00	4,326,313.73 0.00 0.00 4,326,313.73	0.00 10,402.87 0.00 10,402.87	0.00 0.00 0.00 10,402.87	10,402.87
921943858	Vanguard ETF FTSE Developed Mkts ETF	Various Various 61,510.00	2,420,843.73 0.00 0.00 2,420,843.73	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922042858	Vanguard FTSE Emerging Markets ETF	Various Various 16,720.00	643,691.94 0.00 0.00 643,691.94	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922908553	Vanguard ETF REIT	Various Various 28,560.00	2,498,115.23 0.00 0.00 2,498,115.23	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of February 28, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
922908751	Vanguard ETF Small Cap	Various Various 25,260.00	4,656,753.29 0.00 0.00 4,656,753.29	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			29,939,341.98	0.00	0.00	
			0.00	13,496.78	0.00	
			0.00	0.00	0.00	
Total Equity		273,750.00	29,939,341.98	13,496.78	13,496.78	13,496.78
CASH & EQUIVALENT						
90CASH\$00	Cash Custodial Cash Account	Various Various 2,482,641.01	358,006.23 2,124,634.78 0.00 2,482,641.01	0.00 138.00 0.00 138.00	0.00 0.00 0.00 138.00	138.00
			358,006.23	0.00	0.00	
			2,124,634.78	138.00	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		2,482,641.01	2,482,641.01	138.00	138.00	138.00
			30,297,348.21	0.00	0.00	
			2,124,634.78	13,634.78	0.00	
			0.00	0.00	0.00	
TOTAL PORTFOLIO		2,756,391.01	32,421,982.99	13,634.78	13,634.78	13,634.78



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
Multi Asset Class Index*	<p>The S&P 500 is a market value weighted index of 500 large-capitalization stocks. The 500 companies included in the index capture approximately 80% of available US market capitalization.</p> <p>The MSCI EAFE International Equity Index is a market capitalization weighted index that captures international equity performance of large- and mid-cap stocks in the developed stock markets of Europe, Australasia, and the Far East.</p> <p>The ICE BofA US Corporate, Government & Mortgage Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasuries, quasi-governments, corporates, covered bonds and residential mortgage pass-throughs. Non-residential mortgage collateralized debt such as commercial mortgage backed securities and asset backed securities are excluded from this index, as are all collateralized mortgage obligations. Most qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). They must also have at least one year remaining term to final maturity, at least 18 months to final maturity at point of issuance and a fixed coupon schedule. Amounts outstanding for qualifying US Treasuries must be at least \$1 billion; US agencies, foreign governments, supranationals, corporates and covered bonds must have at least \$250 million outstanding. Qualifying residential mortgage pass-through securities include fixed rate securities publicly issued by US agencies. 30-year, 20-year and 15-year fixed rate mortgage pools must have at least one year remaining term to final maturity and a minimum amount outstanding of at least \$5 billion per generic coupon and \$250 million per production year within each generic coupon.</p>



Staff Report

File #: 23-0245

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/05/2023
TO: Honorable Mayor and City Council Members
FROM: Planning & Development Department

SUBJECT:
SPECIFIC PLAN AMENDMENT 2022-0007 TO AMEND THE NORTHEAST CORONA SPECIFIC PLAN (SP81-2), SECTION 4.5.20, TO ALLOW PET BOARDING AND DAYCARE USES IN THE SUPPORT COMMERCIAL FREEWAY (SCF) DISTRICT WITH APPROVAL OF A MAJOR CONDITIONAL USE PERMIT, AND REVISE SECTION 4.5.11, TO ALLOW THE USE OF ALTERNATIVE FENCING MATERIALS FOR COMMERCIAL DEVELOPMENTS WITHIN THE SUPPORT COMMERCIAL (SC) AND SUPPORT COMMERCIAL FREEWAY (SCF) DISTRICTS (APPLICANT: MLJ RESOURCES, LLC ON BEHALF OF SMART PARKE LUXURY SUITES AND PET DAYCARE)

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve Specific Plan Amendment 2022-0007 to amend the Northeast Corona Specific Plan 81-2. The amendment introduces new text into the specific plan that will add pet boarding and daycare uses as a conditionally permitted use in the Support Commercial Freeway District and allow the use of alternative fencing materials for commercial developments within the Support Commercial and Support Commercial Freeway Districts.

RECOMMENDED ACTION:

That the City Council:

- a. Approve Specific Plan Amendment 2022-0007, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of Ordinance No. 3367, first reading of an ordinance approving an amendment to the Northeast Corona Specific Plan 81-2 to permit pet boarding and daycare as a conditional use in the Support Commercial Freeway District and to permit alternative fencing materials for commercial developments in the Support Commercial and Support Commercial Freeway Districts (SPA2022-0007).

BACKGROUND & HISTORY:

The applicant, Smart Parke Luxury Suites and Pet Daycare, proposes a pet boarding and daycare facility at 284 Dupont Street. The proposed use will occupy an existing suite inside the commercial building, and include an adjacent outdoor dog play area that would be enclosed with a 9-foot-high vinyl fence. Pet boarding and daycare facilities are not listed as an allowed use in the Support Commercial Freeway (SCF) District of Specific Plan 81-2 (SP81-2), and vinyl fences are not identified as an allowable fence material in the specific plan.

Specific Plan Amendment 2022-0007 (SPA2022-0007) proposes to amend the specific plan in order to permit the use by a conditional use permit and make allowance of alternative fencing materials. The Planning and Housing Commission at its meeting on March 6, 2023, recommended to the City Council the approval of SPA2022-0007.

ANALYSIS:

SPA2022-0007 will amend Section 4.5.20, Conditional Uses, and Section 4.5.11 of SP81-2. The following shows the proposed amendment to each section in an underline.

SEC. 4.5.20 CONDITIONAL USES:

The following use shall be permitted in the SCF District subject to the issuance of a Major Conditional Use Permit (CUP) pursuant to Chapter 17.92 of the Corona Municipal Code:

Pet boarding and daycare with outdoor play area

Sec. 4.5.11

The provisions of Chapter 17.70 of the Corona Municipal Code shall apply, except that alternatives to wrought iron and decorative block may be considered during the Precise Plan or Conditional Use Permit review processes.

The SC and SCF Districts of the specific plan simply defer fencing regulations to Corona Municipal Code (CMC) Chapter 17.70, which contains the citywide development standards for walls, fences and landscaping. CMC § 17.70.060(G) requires the use of wrought iron and decorative block, as follows:

(G) **Commercial zone.** All fencing in the commercial zone shall be constructed of wrought iron or decorative block. Wood, precision block or chain link fencing shall be prohibited within such zone. For purposes of this section “commercial zone” means the C-P, C-2 and C-3 zones as defined by this code or a commercial district of a Specific Plan.

The amendment to Section 4.5.11 would allow alternatives to wrought iron and decorative block materials, such as vinyl when considered as part of a precise plan application or conditional use permit application. The consideration of alternative fencing concurrent with a precise plan or conditional use permit allows for the consideration of the design and function of the development to ensure fencing materials are consistent with the needs of a business, maintain a quality aesthetic, are durable, and compatible with adjacent uses.

The amendment is intended to compliment a range of retail commercial uses with a customer base that benefits from easy freeway access and high freeway visibility. The amendment allows for a case-by-case consideration of proposed businesses and fencing material.

The amendment meets the objective of General Plan Land Use Policy LU-11.1 and LU-11.3, which encourage a comprehensive range of retail, service commercial uses to meet the needs of Corona's residents, and to help promote infill of underutilized commercial sites. Additionally, the amendment to allow use of alternative fencing materials is consistent with Land Use Policy LU-5.15 which encourages rehabilitated structures to be maintained in a manner that promotes physical longevity and provides architectural details consistent with established design guidelines.

FINANCIAL IMPACT:

The applicant paid the application processing fees of \$3,893.28 to cover the cost of the Specific Plan Amendment.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This amendment is solely a text revision to allow pet boarding and daycare uses by conditional use permit and allow the use of alternative fencing materials. There is no possibility that approving this amendment will have a significant effect on the environment. Therefore, no environmental analysis is required.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting of March 6, 2023, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Meza/Sherman) and carried unanimously, with Chair Siqueland and Commissioner Woody absent, that the Planning and Housing Commission find the project exempted from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b) (3), and recommend approval of SPA2022-0007 to the City Council based on the findings contained in the staff report and conditions of approval. The minutes of the Planning and Housing Commission meeting are included as Exhibit 3.

PREPARED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - City Ordinance No. 3367
2. Exhibit 2 - Planning and Housing Commission staff report
3. Exhibit 3 - Minutes of the Planning and Housing Commission meeting of March 6, 2023

ORDINANCE NO. 3367

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO THE NORTHEAST CORONA SPECIFIC PLAN (SP81-2) TO PERMIT PET BOARDING AND DAYCARE AS CONDITIONAL USES IN THE SUPPORT COMMERCIAL FREEWAY DISTRICT AND TO PERMIT ALTERNATIVE FENCING MATERIALS FOR COMMERCIAL DEVELOPMENTS IN THE SUPPORT COMMERCIAL AND SUPPORT COMMERCIAL FREEWAY DISTRICTS (SPA2022-0007).

WHEREAS, on March 6 2023, the Planning and Housing Commission of the City of Corona (“Planning Commission”) recommended that the City Council of the City of Corona (“City Council”) approve SPA2022-0007, an amendment to Section 4.5.20 (Conditional Uses) of the Northeast Corona Specific Plan (SP81-2) to permit pet boarding and daycare as conditional uses in the Support Commercial Freeway District and an amendment to Section 4.5.11 (Walls, Fences and Landscaping) of the Northeast Corona Specific Plan (SP81-2) to allow the use of alternative fencing materials for commercial developments within the Support Commercial and Support Commercial Freeway Districts (the “Amendment”); and

WHEREAS, the Planning Commission based its recommendation to adopt the Amendment on the findings set forth below and a determination that there is no possibility that the Amendment will have a significant effect on the environment and, thus, is exempt from the requirements of the California Environmental Quality Act; and

WHEREAS, on April 5, 2023, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the Amendment were heard and the Amendment was comprehensively reviewed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this Amendment, the City Council has reviewed and considered the information contained in the preliminary exemption assessment and the administrative records for this Amendment, including all written and oral evidence. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds this action exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant

effect on the environment, the activity is not subject to CEQA. This action is merely a text amendment to a specific plan to permit pet boarding and daycare as conditional uses and to permit the use of alternative fencing materials in commercial areas and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required, and staff will file a Notice of Exemption with the County of Riverside.

SECTION 2. Zoning Findings. Pursuant to Sections 17.53.090 and 17.53.100 of the Corona Municipal Code, and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. SPA2022-0007 systematically implements and is consistent with the General Plan for the following reasons:

(i) This Amendment is consistent with General Plan Land Use Policy LU-11.1, which encourages a comprehensive range of retail, service, and other commercial uses in the City that provide goods and service to meet the diverse needs of Corona’s residents and businesses. SPA2022-0007 expands the list of conditionally permitted uses in the Support Commercial Freeway District and provides a defined regulatory path for future pet boarding and daycare establishments to seek land use approvals.

(ii) This Amendment is consistent with General Plan Land Use Policy LU-11.3 to promote reinvestment in declining shopping centers and districts, with an emphasis on new retail uses that serve adjacent neighborhoods and contribute to the overall vitality of the centers. SPA2022-0007 proposes to conditionally allow a new use, pet boarding and daycare, in the Support Commercial Freeway District, which pertains to an area with easy freeway access and high freeway visibility located on the south side of State Route 91, west of McKinley Street. SPA2022-0007 provides an additional type of commercial use to operate within the Support Commercial Freeway District, which enhances the likelihood for re-use of vacant commercial tenant spaces.

(iii) This Amendment is consistent with General Plan Land Use Policy LU-5.15 which requires new and rehabilitated structures to be designed, built, and maintained in a manner that promotes physical longevity and at the same time provide architectural details consistent with the City’s design guidelines and other applicable codes and ordinances. The amendment permits the use of alternative fencing materials based on a business’ operational characteristics as a means of enhancing longevity and reducing costly maintenance of the fencing material.

B. SPA2022-0007 provides for development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reason:

(i) This Amendment provides opportunities for pet boarding and daycare establishments in the Support Commercial Freeway District and use of alternative fencing materials within Support Commercial and Support Commercial Freeway Districts through the Precise Plan or Conditional Use Permit review process, which allows for site specific consideration in relation to the proposed business' operational characteristics and site conditions. SPA2022-0007 expands the conditionally permitted uses list for the Support Commercial Freeway district and will result in a more cohesive development with minimal impacts, given the additional layer of discretionary review.

C. SPA2022-0007 provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the City beyond the project's boundaries for the following reason:

(i) This Amendment is a specific plan text change to allow pet boarding and daycare by conditional use permit, and the use of alternative fencing materials through the Precise Plan (PP) or Conditional Use Permit (CUP) review process. As part of the PP or CUP review process, the merits of each business' operational needs and desire for using alternative fencing materials are evaluated and appropriate conditions of approval will be incorporated to protect existing infrastructure constructed within the Northeast Corona Specific Plan.

D. SPA2022-0007 provides for the appropriate orientation and relationship between land uses within and adjacent to the Subject Property for the following reasons:

(i) The Northeast Corona Specific Plan will continue to provide for the appropriate orientation and relationship between land use within and adjacent to the Support Commercial Freeway District because SPA2022-0007 does not directly result in any land use changes that would impact existing uses without discretionary review. SPA2022-0007 allows for site specific evaluation of pet boarding and daycare uses and alternative fencing materials through the conditional use permit or precise plan review process, as applicable.

SECTION 3. Approval of the Amendment (SPA2022-0007). The Amendment to the Northeast Corona Specific Plan (SP81-2) (SPA2022-0007) is hereby approved. The text of the Northeast Corona Specific Plan (SP81-2) is hereby amended as shown in Exhibit "A" attached to this Ordinance and incorporated herein by reference.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Corona, located at 400 S. Vicentia Avenue, Corona, California. Joanne Coletta, Community Development Director, is the custodian of the record of proceedings.

SECTION 5. Effective Date of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this 19th day of April, 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 5th day of April, 2023, and thereafter at a regular meeting held on the 19th day of April, 2023, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 19th day of April, 2023.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

**AMENDMENT TO THE
TEXT OF THE
NORTHEAST CORONA SPECIFIC PLAN (SP81-2)**

Section 4.5.11 of the Northeast Corona Specific Plan (SP81-2) is hereby amended in its entirety to read as follows:

SEC. 4.5.20 CONDITIONAL USES

The following use shall be permitted in the SCF District subject to the issuance of a Minor Conditional Use Permit (MCUP) pursuant to Chapter 17.92 of the Corona Municipal Code.

Church not exceeding an overall combined floor area of 10,000 square feet

Smoking lounges, subject to the supplemental development standards of CMC Section 17.33.160

Tattoo and body piercing salons as an ancillary use not occupying more than 25 percent of the floor area of the primary business, and subject to the supplemental development standards listed in Section 4.5.22.

Tobacco stores, subject to the provisions of CMC Chapter 5.19

The following use shall be permitted in the SCF District subject to the issuance of a Major Conditional Use Permit (CUP) pursuant to Chapter 17.92 of the Corona Municipal Code.

Church equal to or exceeding an overall combined floor area of 10,000 square feet Pet boarding and daycare with outdoor play area.

Pet boarding and daycare with outdoor play area.

Section 4.5.20 of the Northeast Corona Specific Plan (SP81-2) is hereby amended in its entirety to read as follows:

SEC. 4.5.11 WALLS, FENCES, LANDSCAPING

The provisions of Chapter 17.70 of the Corona Municipal Code shall apply, except that alternatives to wrought iron and decorative block may be considered during the Precise Plan or Conditional Use Permit review processes.



Staff Report

File #: 23-0199

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

PROFESSIONAL SERVICES AGREEMENT WITH STEINBERG HART FOR PERFORMING ARTS CENTER FEASIBILITY STUDY

EXECUTIVE SUMMARY:

This staff report asks Council to award the Professional Service Agreement from Request for Proposal No. 23-029RH to Steinberg Hart for the Performing Arts Center Feasibility Study. The feasibility study will evaluate the market factors, demographics, stakeholder perspectives, and local demand for a performing arts center in the city. It will also assess the capacity, limitations, and current operations of the Historic Civic Center Theatre.

RECOMMENDED ACTION:

That the City Council:

- a. Award Request for Proposal (RFP) 23-029RH for the Performing Arts Center Feasibility Study to Steinberg Hart.
- b. Approve the Professional Services Agreement with Steinberg Hart, in two parts, for a total not to exceed \$212,200. Phase I - Exploration at \$157,300 and Phase II - Implementation at \$54,900.
- c. Authorize the City Manager, or his designee, to execute a Professional Services Agreement with Steinberg Hart for a term of March 15, 2023, through June 30, 2024, in the amount of \$212,200, including any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized by [Corona Municipal Code Section 3.08.070\(I\)](#), which is equivalent to 10% or \$21,220.
- d. Authorize the City Manager, or his designee, to issue a Purchase Order to Steinberg Hart in the amount of \$212,200.

- e. Authorize an appropriation in the amount of \$233,420 to the Community Services' operating budget from the General Fund.

BACKGROUND & HISTORY:

The City owns and operates the Historic Civic Center Theatre (1922). This 5,000 square foot space includes 383 seats, unobstructed views, dressing rooms, backstage areas, and standard audio-visual technology in a uniquely-built Mediterranean Revival structure. Theatre amenities were most recently updated in the 2000's utilizing Community Development Block Grant (CDBG) funds to sustain the facility and purchase audio visual equipment. The facility is currently maintained by the Community Services Department, which provides facility rentals as well as community use with local performing arts groups.

With the considerable growth the City has experienced since the original theatre was built, community performing arts stakeholders have indicated a desire for a larger performing arts center that can attract more touring productions and entertainment offerings. Separate community feedback has expressed a desire for improvements in the technical capabilities of Historic Civic Center Theatre and more intentional operational programming.

An industry standard feasibility study would provide an informed perspective on the development of a new structure, improvements to the Historic Civic Center, and the intentional programming of these facilities. This includes identifying current assets, understanding the market for these services, and determining next steps if a project of this nature is viable for the community.

The Performing Arts Feasibility Study project was first brought before the Committee of the Whole for discussion on June 8, 2022, with support to pursue an RFP for a feasibility study. A draft of the Scope of Work for the proposed RFP was brought before the Committee of the Whole on August 10, 2022, with the recommendation that an award of contract and request for funding be brought before the City Council upon completion of the RFP process

ANALYSIS:

The Performing Arts Center Feasibility Plan is an intentionally objective document that seeks to understand the unique needs of Corona residents, its performing arts groups, the preservation of the existing theatre, and the feasibility of a new performing arts space.

On November 3, 2022, the City issued a Request for Proposals (RFP) 23-029RH - Performing Arts Center Feasibility Study Services. Additionally, the RFP was advertised in the Corona local newspaper, *Sentinel Weekly*. A total of 39 perspective vendors were notified of the RFP opportunity and seven (7) firms submitted proposals for evaluation by the December 15, 2022, deadline.

The evaluation team reviewed the proposals based on the following criteria: (1) Completeness of Response, (2) Qualifications of Firm, (3) Qualifications of Personnel, (4) Work Plan, Project Understanding and Approach, and (5) Value. The results of the scoring process are summarized as follows:

Rank	Company	City/State
1	Steinberg Hart	Los Angeles, CA
2	Johnson Favaro, LLP	Culver City, CA
3	AMS Planning & Research Corp.	Southport, CT
4	C.H. Johnson Consulting, Inc.	Chicago, IL
5	Webb Management Services, Inc.	New York, NY
6	DLR Group	Riverside, CA
7	Victor Gotesman Performing Arts Planning	Los Angeles, CA

Based on the proposal scoring analysis, the Steinberg Hart team possesses the skills and experience necessary to successfully execute the scope of work for the project. With this understanding, staff recommends awarding the contract to Steinberg Hart.

Work to be performed as part of the Feasibility Study will be completed in two phases. Phase I - Exploration will provide the data-driven approach to understanding and forming a recommendation of feasibility. If feasible, Phase II - Implementation will provide next steps toward a Capital Improvement Project. The timeline for this project is anticipated at 5-8 months to complete. The Scope of Work for this project is outlined as follows:

PHASE I: EXPLORATION

A. Data Map and Market Overview - What is the market and how would a new and/or renovated performing arts center fit with comparable venues? What are industry trends and how can the City capitalize on them. Demonstrate understanding of national and local trends and market analysis for municipally owned performing arts centers. This data must be informed by the following:

- 1. Establish Service Area** - Identify all performing arts centers within a 50-mile radius of the City of Corona noting year built, primary operator, function, and capacity. Determine any gaps in service or opportunities for growth.
- 2. Local Assets** - Identify existing and owned auditorium spaces within the City of Corona that could be used through partnership, repurposing, or development. This may include schools, faith-based facilities, retail centers, movie theaters, and/or outdoor spaces. Note year built, primary operator, function, and capacity.
- 3. Demographics** - Include Corona demographics, income, and any market forecast considerations that would help make an informed decision toward feasibility.

4. Market Factors - Determine what the performing arts market looks like nationally. Include key incentives for these types of projects, who these services attract, and what positive impact or attributes would they lend to a community like the City of Corona.

5. Barriers - Determine mitigating factors or threats that would inhibit the growth of the arts whether location, duplication of service, financial stability, traffic, etc.

B. Assessment of Historic Civic Center Theatre - Take a critical look at the City's use of its current facility, whether it has kept up with local demand, comparison to other local theaters, and recommendations for sustainable operations. Engage potential user groups to better understand and meet venue needs and gather relevant data. Who would utilize a facility and what would they like to see?

1. Inventory - Provide a brief analysis and description of the existing Historic Civic Center Theatre noting available space, condition of equipment and furnishings, and features of significant interest.

2. Use Trends - Work with City Staff to understand current scheduling, types of use, frequency of users, application process, and any denied service requests. Staff will generate and report data upon request.

3. Operation Model - Detail how the City currently operates this facility, other types of operator models, and provide a recommendation whether current use should be reconsidered (Ex. City operated dedicated theater division, contract operator, or public/private partnership).

4. Case Study Comparison - Identify a minimum of three (3) comparable projects of similar size to the Historic Civic Center Theatre that have been successful in their respective communities. Acknowledge use trends and recent projects that have been developed in the last ten (10) years. Ideally, one (1) of the three (3) should be post pandemic.

C. Stakeholders - Gather information from community members with expectations for entertainment venues, types of entertainment that they typically leave the City for that could be hosted within the City of Corona if there were an appropriate venue. This data will inform the market analysis, serve as qualitative data, and inform any final recommendations.

1. City Council and Leadership Staff - Meet with and interview City Council, Parks and

Recreation Commission, City Manager, and Department Heads to take into consideration their thoughts and feelings in regard to Performing Arts Center Feasibility.

- 2. Performing Arts Groups** - Meet with local performing groups to determine immediate needs in performing space, whether needs are being met elsewhere, and what they would like to see in a refurbished or new performing arts center.
- 3. Community Developers** - Meet with community business owners and developers to determine desire for a facility and/or any potential leads on developable space.
- 4. Residents** - Conduct an initial pulse survey to determine interest in performing arts, what types of events or services are desired, and popular genres of interest (Ex. music, theater, comedy, dance, film). Determine whether this data matches or plays off any other City plans or survey findings for consistency.

D. Next Steps

1. Answer whether developing an additional performing arts venue within the City and/or renovating the Historic Civic Center Theatre to become the City's premier performing and visual arts center are possible, sustainable, within the best interest of the Corona community, and/or a regional asset.

PHASE II: IMPLEMENTATION

1. If feasibility is supported, determine estimated costs and considerations for the following:
 - a. Site Analysis/Infrastructure Needs** - What are the key considerations for a performing arts center? Evaluate potential locations.
 - b. Finance and Implementation Strategies** - What type of funding is available for performing arts facilities? What strategies would work best to start a performing arts center program/center?
 - c. Operations** - What is the best operational model for this facility? Are there operations and cost impacts that can be forecasted?

Economic Impact/Permanence - How will this structure withstand the test of time as needs change and evolve?

City Council will receive a presentation of the Phase I findings prior to proceeding with Phase II.

COMMITTEE ACTION:

The Performing Arts Feasibility Study project was first brought before the Committee of the Whole for discussion on June 8, 2022, with support to pursue an RFP for a feasibility study. A draft of the Scope of Work for the proposed RFP was brought before the Committee of the Whole on August 10, 2022, with the recommendation that an award of contract and request for funding be brought before the City Council upon completion of the RFP process.

FINANCIAL IMPACT:

The total amount of the contract to be awarded is \$212,200. Corona Municipal Code Section 3.08.07 (I) provides for City Manager approval of up to 10% change order, in the amount of \$21,220. This brings the total potential amount of the project to \$233,420. Staff are requesting an appropriation of \$233,420 (\$212,200 for the contract and \$21,220 for contingencies) from the General Fund. Any unused funds will be returned to the fund balance at the conclusion of the project.

Based upon feedback received at the Committee of the Whole, the Feasibility Study Project has been split into two phases. Phase I will serve as the initial start, fact finding, and provide an initial determination for the City’s consideration. If the viability of a project is supported, Phase II would be the next step toward any major capital improvement projects and explore initial site planning, test fits, draft analysis, and strategies for finance and implementation. These respective phases are defined in the Agreement as follows:

Phase I - Exploration	\$157,300
<u>Phase II - Implementation</u>	<u>\$54,900</u>
TOTAL	\$212,200

Approval of the recommended actions will result in an appropriation of \$233,420 from the General Fund to the Community Services’ operating budget. There is sufficient fund balance for the recommended actions.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061 (b) (3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action simply approves the contract for the Performing Arts Center Feasibility project, and there is no possibility that this action will have a significant effect on the environment. Any future projects that may be developed as a result of this plan will go through the CEQA process individually. Therefore, no environmental analysis is required.

File #: 23-0199

PREPARED BY: JASON LASS, RECREATION SERVICES MANAGER

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Professional Services Agreement with Steinberg Hart

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH STEINBERG HART
(PLANNING AND DESIGNING SERVICES – CITY OF CORONA COMMUNITY
SERVICES, PERFORMING ARTS CENTER FEASIBILITY STUDY SERVICES RFP NO.
23-029RH)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of April, 2023 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Steinberg Hart, a California Corporation with its principal place of business at 818 W. 7th Street, Suite 1100, Los Angeles, CA 90017 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning and designing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the City of Corona Community Services, Performing Arts Center Feasibility Study Services RFP No. 23-029RH project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning and designing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from April 19, 2023 to March 31, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal

Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Nestor Bottino.

3.2.5 City’s Representative. The City hereby designates Anne K. Turner, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates Nestor Bottino, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent

and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work

authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or

regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith

(the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration

and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred and Twelve Thousand Dollars (\$212,200.00) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply

with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Project is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any

and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Steinberg Hart
818 W. 7th Street, Suite 1100
Los Angeles, CA 90017
Attn: Geoffry Doorn

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Anne K. Turner, Community Services Dept

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration

or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH STEINBERG HART
(PLANNING AND DESIGNING SERVICES – CITY OF CORONA COMMUNITY
SERVICES, PERFORMING ARTS CENTER FEASIBILITY STUDY SERVICES RFP NO.
23-029RH)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

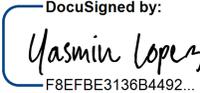
CITY OF CORONA

By: 
E6BF842E66F0454...

Anne K. Turner
Community Services Director

Reviewed By: 
36CD5C762C204B4...

Jason Lass
Recreation Services Manager

Reviewed By: 
F8EFBE3136B4492...

Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edward
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH STEINBERG HART
(PLANNING AND DESIGNING SERVICES – CITY OF CORONA COMMUNITY
SERVICES, PERFORMING ARTS CENTER FEASIBILITY STUDY SERVICES RFP NO.
23-029RH)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

STEINBERG HART
a California Corporation

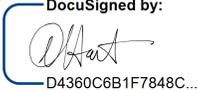
By:  _____
David Hart
Chief Executive Officer, Secretary

EXHIBIT “A” SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning and designing services necessary for the Project. The Services are more particularly described herein.

Recently, the City of Corona completed its 2021-2026 Strategic Plan to identify key projects and objectives. Under Strategic Plan Goal 5, Sense of Place, the City seeks to build community through celebrating our rich heritage, increasing access to recreation and cultural activities, and improving the relationship between the City and its residents. One of the goals and milestones includes increased support for the local arts community, specifically, developing an additional performing arts venue within the City and/or renovating the Historic Civic Center to become the City’s premier performing and visual arts center.

The City owns and operates the Historic Civic Center Theatre (1922). This 5,000 square foot space includes 383 seats, unobstructed views, ample dressing rooms and backstage areas, and standard audio-visual technology in an impressive Mediterranean Revival structure. Theatre amenities were most recently updated in 2013 as part of the City’s Recreation Services program, which affords facility rentals as well as community use with local performing arts groups. The Theatre is also conveniently located on the historic Sixth Street corridor and will play an integral part of the City’s recently launched Downtown Revitalization Plan. While this theater is beloved by many, use is limited by several mitigating factors including size, aging audio-visual equipment, intentionally booked programming to appeal to residents’ interests, as well as general community use dates for private reservations.

With the City of Corona growing considerably over the past 100 years since the original theater was built, community stakeholders are calling for a larger performing arts center that they can call home. Initial feedback from stakeholders included the need to modernize the Historic Civic Center Theatre and/or a larger auditorium, updated technology, and intentional programming to attract world class talent to the Corona community. This may also include an opportunity for different types of performing arts spaces, whether partnership with local schools or faith-based organizations with similar amenities, restoration and rehabilitation of existing structures, or even the development of a new indoor or outdoor structure capable of fulfilling these needs.

To understand this Strategic Plan objective, the City wishes to take an initial cursory glance to establish feasibility for either the restoration of the existing theater and/or the development of a new structure. This includes identifying current assets, understanding the market for these services, and determining next steps if a project of this nature is viable for the community.

SCOPE OF WORK TO BE PERFORMED:

PHASE 1: EXPLORATION

- A. **Data Map and Market Overview** – What is the market and how would a new and/or renovated performing arts center fit with comparable venues? What are industry trends and how can the City capitalize on them. Demonstrate understanding of national and local trends and market analysis for municipally owned performing arts centers. This data must be informed by the following:
1. **Establish Service Area** – Identify all performing arts centers within a 50-mile radius of the City of Corona noting year built, primary operator, function, and capacity. Determine any gaps in service or opportunities for growth.
 2. **Local Assets** – Identify existing and owned auditorium spaces within the City of Corona that could be used through partnership, repurposing, or development. This may include schools, faith-based facilities, retail centers, movie theaters, and/or outdoor spaces. Note year built, primary operator, function, and capacity.
 3. **Demographics** – Include Corona demographics, income, and any market forecast considerations that would help make an informed decision toward feasibility.
 4. **Market Factors** – Determine what the performing arts market looks like nationally. Include key incentives for these types of projects, who these services attract, and what positive impact or attributes would they lend to a community like the City of Corona.
 5. **Barriers** – Determine mitigating factors or threats that would inhibit the growth of the arts whether location, duplication of service, financial stability, traffic, etc.
- B. **Assessment of Historic Civic Center Theatre** – Take a critical look at the City’s use of its current facility, whether it has kept up with local demand, comparison to other local theaters, and recommendations for sustainable operations. Engage potential user groups to better understand and meet venue needs and gather relevant data. Who would utilize a facility and what would they like to see?
1. **Inventory** – Provide a brief analysis and description of the existing Historic Civic Center Theatre noting available space, condition of equipment and furnishings, and features of significant interest.
 2. **Use Trends** – Work with City Staff to understand current scheduling, types of use, frequency of users, application process, and any denied service requests. Staff will generate and report data upon request.
 3. **Operation Model** – Detail how the City currently operates this facility, other types of operator models, and provide a recommendation whether current use should be reconsidered (Ex. City operated dedicated theater division, contract operator, or public/private partnership).

4. **Case Study Comparison** – Identify a minimum of three (3) comparable projects of similar size to the Historic Civic Center Theater that have been successful in their respective communities. Acknowledge use trends and recent projects that have been developed in the last ten (10) years. Ideally, one (1) of the three (3) should be post pandemic.
- C. **Stakeholders** – Gather information from community members with expectations for entertainment venues, types of entertainment that they typically leave the City for that could be hosted within the City of Corona if there were an appropriate venue. This data will inform the market analysis, serve as qualitative data, and inform any final recommendations.
1. **City Council and Leadership Staff** – Meet with and interview City Council, Parks and Recreation Commission, City Manager, and Department Heads to take into consideration their thoughts and feelings in regard to Performing Arts Center Feasibility.
 2. **Performing Arts Groups** – Meet with local performing groups to determine immediate needs in performing space, whether needs are being met elsewhere, and what they would like to see in a refurbished or new performing arts center.
 3. **Community Developers** – Meet with community business owners and developers to determine desire for a facility and/or any potential leads on developable space.
 4. **Residents** – Conduct an initial pulse survey to determine interest in performing arts, what types of events or services are desired, and popular genres of interest (Ex. music, theater, comedy, dance, film). Determine whether this data matches or plays off any other City plans or survey findings for consistency.

D. Next Steps

1. Answer whether developing an additional performing arts venue within the City and/or renovating the Historic Civic Center Theatre to become the City’s premier performing and visual arts center are possible, sustainable, within the best interest of the Corona community, and/or a regional asset.

PHASE II: IMPLEMENTATION – Provide cafeteria plan and/or lump estimate for the following.

2. If feasibility is supported, determine estimated costs and considerations for the following:
 - a. **Site Analysis/Infrastructure Needs** – What are the key consideration for a performing arts center? Evaluate potential locations.

- b. **Finance and Implementation Strategies** – What type of funding is available for performing arts facilities? What strategies would work best to start a performing arts center program/center?
- c. **Operations** – What is the best operational model for this facility? Are there operations and cost impacts that can be forecasted?
- d. **Economic Impact/Permanence** – How will this structure withstand the test of time as needs change and evolve?

PHASE I - PROJECT DELIVERABLES:

- 1. Shall provide a written executive summary that compiles the findings for each of the above sections.
- 2. The executive summary shall include appropriate graphs, illustrations, and infographics as necessary.
- 3. The executive summary shall be accompanied by appendices which provide detailed report.
- 4. Findings and recommendations must reflect the unique attributes of the City of Corona and incorporate the City's Strategic Plan initiatives.
- 5. Check-in meetings with designated City staff every two weeks during the duration of the project.
- 6. Present, answer questions, and defend findings before City Council.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City's Representative.

WEEKS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29				
PHASE I: EXPLORATION		Visit and Evaluate Civic Center Theater Review Existing Docs Develop Case Studies	Develop Options for Reusing Civic Center Theater	Analyze Physical Characteristics of Corona Develop Approach to Locations for FAC	Construction Cost Research	Compile List of Attendees and Publicize Public Process				Public Meetings & Interviews Compile Public Information	Develop Facilities Information	Develop Options for New Facilities	Develop Cost Models for Options & Analyze Cost for Civic Center Theater		Develop Cost Information for New Facility Options & Executive Summary and Appendices	Finalize Cost Information for Civic Center Theater & New Facility Options	Finalize Executive Summary and Appendices																
PHASE II: IMPLEMENTATION																				Develop Site Analysis and Infrastructure Needs information Develop Finance and Implementation Strategies Develop Operations Information Develop Economic Impact/Permanence Information Develop Site Specific Test Fits													
MEETINGS	1 Kick-Off Mtg. Communication Schedule Goals/Scope/Deliverables	1 Meeting #1 Staff Check In	2 Meeting #2 Staff Check In	2 Workshop Confirm Goals Confirm Initial Information	3 Meeting #3 Staff Check In	3 Workshop Confirm Goals Confirm Initial Information				4 Meeting #4 Staff Check In				5 Meeting #5 Staff Check In				4 Workshop Present Findings to City Council					6 Meeting #6 Staff Check In									5 Workshop City Review/Comments	CITY COUNCIL Final Presentation
Meeting Attendees	City of Corona Steinberg Hart Keen Independent TheatreDNA Cost+Plus	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	

EXHIBIT "C"
COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

The following table outlines the Consultant's fees by task for the Consultant and sub-consultant team.

TASKS BREAKDOWN	CONSULTANT & SUBCONSULTANTS
Negotiate agreement and schedule kick-off meeting	
PHASE I: EXPLORATION	
KICK-OFF AND VISIONING	\$11,485
Workshops 1 with City	
Review existing documentation	
Check-in meeting with staff	
DATA MAP AND MARKET OVERVIEW	\$9,728
Understand local assets	
COMPARABLE FACILITIES	\$3,740
Develop case studies	
ASSESSMENTS	\$12,353
Visit and evaluate Civic Center Theater	
Check-in meeting with staff	
OPTIONS	\$10,260
Options for reusing Civic Center Theater	
Evaluate site planning alternatives for a new PAC	
CONSTRUCTION COST RESEARCH	\$4,150
ENGAGEMENT	\$32,380
Workshop 2 with stakeholders	
Check-in meeting with staff	
Compile list of attendees/publicize public process	
Public process/ interviews/ public meetings	
SUMMARIZE FINDINGS AND RECOMMENDATIONS	\$61,584
Workshop 3 with stakeholders	
Compile public information	
Develop facilities program	
Check-in meeting with staff	
Develop options & cost models for new facilities options	
Analyze cost for Civic Center Theater & develop cost for new-facility options	
Check-in meeting with staff	
Draft Executive Summary and appendices	
Check-in meeting with staff	
Finalize cost information for Civic Center Theater & new-facility options	
Finalize Executive Summary and appendices	
PRESENT FINDINGS TO CITY COUNCIL	\$11,620
TOTAL FEE PHASE I: EXPLORATION	\$157,300
PHASE II: IMPLEMENTATION	
PRELIMINARY DESIGN CONCEPTS AND TEST FITS	
Develop site planning alternatives and test fits	\$32,750
Draft site analysis and infrastructure needs report	
Draft and compile finance and implementation strategies report, operations report, and economic impact/permanence information	
REVIEW DRAFT REPORT WITH CITY	\$10,550
Incorporate City-review comments and finalize reports	
FINAL PRESENTATION TO CITY COUNCIL	\$11,600
TOTAL FEE PHASE II: IMPLEMENTATION	\$54,900

PHASE I: EXPLORATION

Consultant - Steinberg Hart	\$104,600
Sub-Consultant - Keen Independent Research	\$32,500
Sub-Consultant - TheatreDNA	\$11,700
Sub-Consultant - Cost+Plus	\$8,500
TOTAL FEE PHASE I-EXPLORATION	\$157,300

PHASE II: IMPLEMENTATION

Consultant - Steinberg Hart	\$33,700
Sub-Consultant - Keen Independent Research	\$15,100
Sub-Consultant - TheatreDNA	\$5,100
Sub-Consultant - Cost+Plus	\$1,000
TOTAL FEE PHASE II-IMPLEMENTATION	\$54,900

HOURLY RATES

Following are the standard hourly rates of the personnel proposed for the City of Corona Performing Arts Center Feasibility Study:

STEINBERG HART HOURLY RATES 2023	
Nestor Bottino	\$360
Geoff Doorn	\$215
Benedetta Del Vecchio	\$235
Alyson Kritz	\$235

KEEN INDEPENDENT RESEARCH HOURLY RATES 2023	
Alex Keen	\$220
Jennifer Tuchband	\$180

THEATREDNA HOURLY RATES 2023	
Michael Ferguson	\$291
Benton Delinger	\$291
Alex Hargis	\$200

COST+PLUS HOURLY RATES 2023	
Joe Perryman	\$195
Peter Gunn	\$195



Staff Report

File #: 23-0229

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

PUBLIC IMPROVEMENT AGREEMENT FOR PARCEL MAP 38183 LOCATED ON 2550 SOUTH MAIN STREET (APPLICANT: CORONA COMMUNITY VILLAS, INC.)

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve a public improvement agreement for the public improvements associated with Parcel Map 38183. The parcel map has been prepared in accordance with the Subdivision Map Act and local ordinances and is ready to be recorded by the County of Riverside. Once recorded, Parcel Map 38183 will legally create two separate parcels on a 10-acre site. The agreement guarantees that the required public improvements will be constructed when new development occurs on the property.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute a Public Improvement Agreement between the City of Corona and Corona Community Villas, Inc.

BACKGROUND & HISTORY:

Parcel Map 38183 (PM 38183) subdivides 10 acres into two five-acre parcels located at 2550 South Main Street. The parcel map was approved by the City Council on December 1, 2021. The zoning of the property is Agricultural with a General Plan and South Corona Community Facilities Plan (CFP) designation of Medium Density Residential. The parcel facing Main Street contains the Seventh Day Adventist church and the parcel to the rear is undeveloped. Future development on the rear parcel will coexist with the existing church.

ANALYSIS:

In accordance with the requirements of the Subdivision Map Act, the project is required to enter into a public improvement agreement and post sufficient securities to guarantee the required public improvements associated with the subdivision of the land. The property owner, Southeastern

California Conference of Seventh-Day Adventists, intends to sell the undeveloped parcel to Corona Community Villas, Inc. The buyer has agreed to construct the required public improvements concurrently with the development of the vacant parcel and is entering into the public improvement agreements with the City.

The following table shows the securities posted for PM 38183.

Parcel Map 38183	Faithful Performance		Labor and Materials	
	Receipt No.	Amount	Receipt No.	Amount
Public Street Improvements	R39217	\$154,000	R39217	\$77,000

FINANCIAL IMPACT:

All applicable fees associated with the processing of this agreement has been paid by the applicant.

ENVIRONMENTAL ANALYSIS:

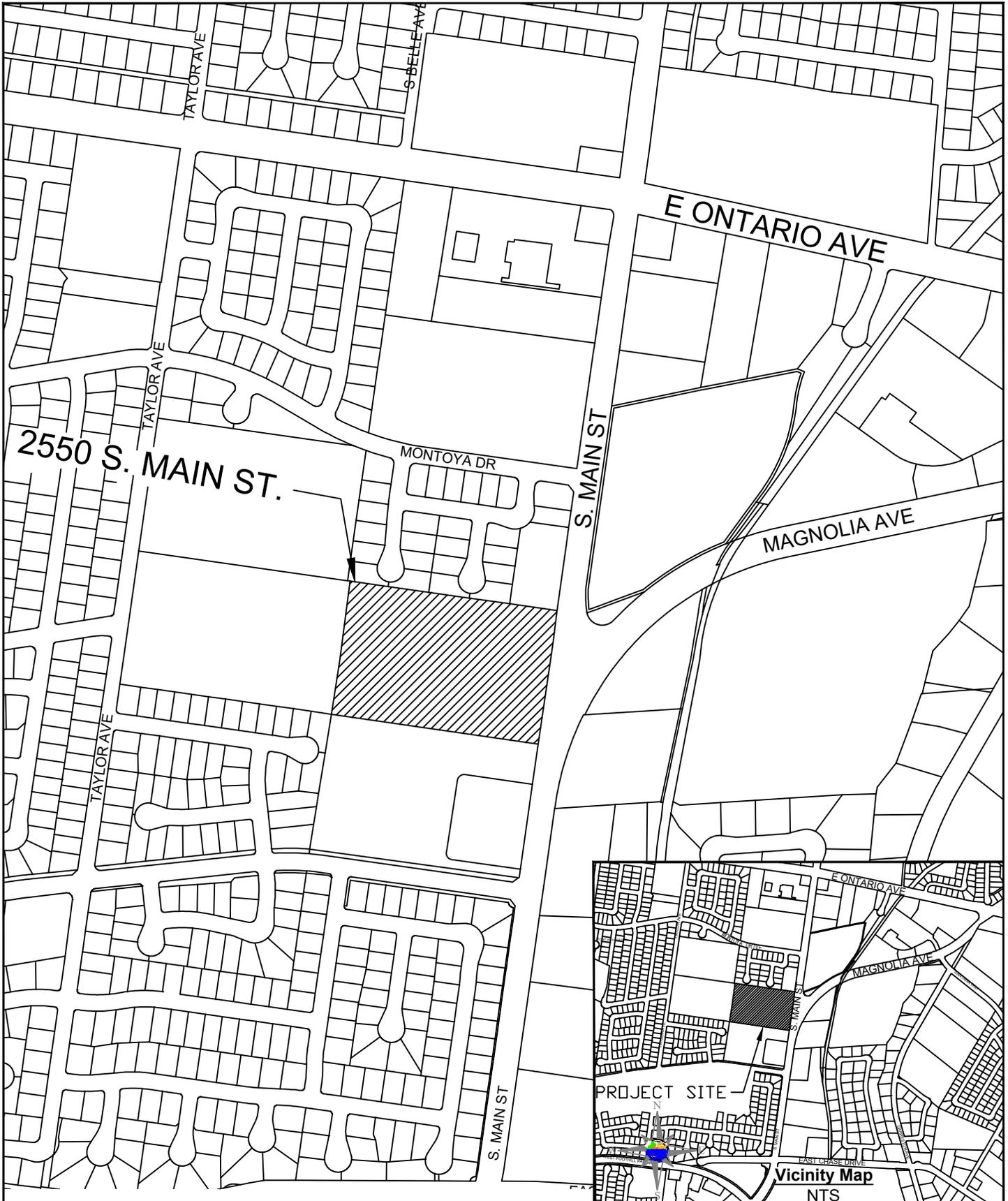
This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The approval of this agreement will not result in a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: NOE HERRERA, ASSOCIATE ENGINEER

REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

- 1. Exhibit 1 - Location Map
- 2. Exhibit 2 - Agreements



CITY OF CORONA
DEVELOPMENT SERVICES DIVISION

400 S. VICENTIA AVE. CORONA, CA 92882
 TELEPHONE (951) 736-2259

Prepared by:
 NOE HERRERA

EXHIBIT "1" - LOCATION MAP

2550 S. MAIN STREET

APN:113-310-005

Drawing No.

1

Scale:
 NO SCALE

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR PM 38183 - 2550 SOUTH MAIN STREET (PWLE2022-0007)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this 19th day of April, 2023, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **CORONA COMMUNITY VILLAS, INC, a California corporation**, with its principal offices located at, **25745 Barton Road Ste. 505 Loma Linda, CA 92354** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PM 38183 - 2550 South Main Street** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **ONE HUNDRED FIFTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$154,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Corona Community Villas, Inc.
25745 Barton Road Ste. 505
Loma Linda, CA 92354

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

CORONA COMMUNITY VILLAS, INC,
a California corporation



By: [Signature]
Thomas K. Macomber, President

By: [Signature]
Danette Zurek, Chief Finance Officer

State of Arizona
County of Maricopa
On this 28 day of March, 2023 Before me personally
appeared Danette Zurek whose identity was proven to me on the basis
of satisfactory evidence to be the person she claims to be, and
acknowledge that she signed the above / attached
document. Gregory Greening a Notary Public

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

TENTATIVE PARCEL MAP NO. 38183, BEING A SUBDIVISION OF THE FOLLOWING:

LOT 218 AS SHOWN BY AMENDED MAP OF ORANGE HEIGHTS DIVISION #2, PER MAP RECORDED IN [BOOK 2 PAGE 2](#) OF MAPS, RIVERSIDE COUNTY RECORDS.

APN: 113-310-005 (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$154,000.00
Labor and Material	\$77,000.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: PWLE2022-0007
 Location: 2550 S MAIN STREET
 DWG No: _____

DATE: 01/18/2023

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials
			Bond Note 3 (Round up to nearest \$100)
1. Non-Master Planned R/W (Public) Improvements	\$118,400.00	\$154,000.00	\$77,000.00
2. Master-Planned R/W (Public) Improvements	_____	_____	_____
3. Interim Improvements (not including Grading Work)	_____	_____	_____
4. On-Site Public Improvements	_____	_____	_____
5. On-site Non-public Improvements	_____	_____	_____
6. Additional Bond Improvements (beyond typical)	_____	_____	_____

NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes.

PREPARED BY:

Tsang Yu Huang
 Engineer's Name & Signature WET STAMP & DATE
Vantek Consultant
 Company
954-536-7381 TsangH@vantenco.com
 Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018

Project #: PWLE2022-0007

Location: 2550 S MAIN STREET

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Removal				
AC Berm	LF	\$8.00		\$
AC Pavement	SF	\$3.00		\$
Curb Only	LF	\$10.00		\$
Curb & Gutter	LF	\$16.00		\$
D/W Approach	SF	\$13.00		\$
Sidewalk	SF	\$8.00		\$
W/C Ramp	SF	\$8.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$
Pull Boxes	EA	\$500.00		\$
Street Light	EA	\$6,000.00		\$
Street Sign	EA	\$400.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Asphalt				
AC Berm 6"	LF	\$35.00		\$
AC Berm 8"	LF	\$38.00		\$
AC Fogseal	SY	\$5.00		\$
AC Overlay	SY	\$8.00	2,300	\$ 18,400.00
AC Pavement	SF			\$
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$
Base (sf x depth / 27)	CY	\$110.00		\$
Fogseal	SY	\$5.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$
Curb Only 6"	LF	\$35.00		\$
Curb Only 8"	LF	\$39.00		\$
Curb & Gutter 6"	LF	\$42.00		\$
Curb & Gutter 8"	LF	\$44.00		\$

Cross Gutter & Spandrel	SF	\$29.00		\$
D/W Approach, Complete	EA	\$6,000.00		\$
D/W Approach, 6"	SF	\$28.00		\$
D/W Approach, 8"	SF	\$30.00		\$
Pavement, 6"	SF	\$13.00		\$
Pavement, 8"	SF	\$15.00		\$
Sidewalk, 4"	SF	\$13.00		\$
V-Gutter	SF	\$38.00		\$
W/C Ramp	EA	\$3,800.00		\$
W/C Ramp	SF	\$30.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$
Catch Basin, W<8'	EA	\$7,000.00		\$
Catch Basin, W>8'	EA	\$10,500.00		\$
Channel, Reinf. Conc. Lined	SF	\$13.00		\$
Channel, Open Conc. <24"	LF	\$150.00		\$
Channel, Open Conc. 27"-36"	LF	\$250.00		\$
Channel, Open Conc. 42"-72"	LF	\$500.00		\$
Collar, 45"-60"	EA	\$1,300.00		\$
Collar, >60"	EA	\$2,000.00		\$
Encasement	LF	\$65.00		\$
Energy Dissipater	LS	\$10,000.00		\$
Grate Inlet, 12" x 12"	EA	\$500.00		\$
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$
Headwalls, Gravity Type	EA	\$2,000.00		\$
Headwalls, Wing Type	EA	\$9,000.00		\$
Inlet Apron	EA	\$3,000.00		\$
Junction Structure	EA	\$10,000.00		\$
Manhole, H<8'	EA	\$6,000.00		\$
Manhole, H>8'	EA	\$8,000.00		\$
Pipe, 18" RCP	LF	\$159.00		\$
Pipe, 24" RCP	LF	\$201.00		\$
Pipe, 30" RCP	LF	\$241.00		\$
Pipe, 36" RCP	LF	\$280.00		\$
Pipe, 42" RCP	LF	\$318.00		\$
Pipe, 48" RCP	LF	\$355.00		\$
Pipe, 54" RCP	LF	\$391.00		\$
Pipe, 60" RCP	LF	\$426.00		\$
Pipe, 66" RCP	LF	\$461.00		\$
Pipe, 72" RCP	LF	\$495.00		\$
Pipe, 78" RCP	LF	\$528.00		\$

Pipe, 84" RCP	LF	\$561.00		\$
Rip-Rap, Grouted	SF	\$10.00		\$
Rip-Rap, Grouted	Ton	\$75.00		\$
Transition Structure	EA	\$5,000.00		\$
Underwalk Drain, W<6'	EA	\$3,000.00		\$
Underwalk Drain, W>6'	EA	\$4,000.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$
Pull Box No. 5	EA	\$700.00		\$
Service Point	EA	\$7,000.00		\$
St. Light, 501 - 1 only	EA	\$5,000.00		\$
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$
St. Light, 501 - 5+	EA	\$4,800.00		\$
St. Light, 502 - 1 only	EA	\$5,500.00		\$
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$
St. Light, 502 - 5+	EA	\$5,300.00		\$
St. Lt. Conduit, 1" Sch 80				\$
<500 LF	LF	\$12.00		\$
>500 LF	LF	\$10.00		\$
St. Lt. Conduit, 1 1/2"				\$
<500 LF	LF	\$16.00		\$
>500 LF	LF	\$14.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$
Signal, Both+Intrconnect	LF	\$25.00		\$
Striping, 4" Sld wht/ylw	LF	\$0.50		\$
Striping, 8" Sld wht/ylw	LF	\$0.65		\$
Striping 12" Sld wht/ylw	LF	\$2.50		\$
Striping, Skip	LF	\$0.35		\$
Striping, Double	LF	\$0.75		\$
			SUBTOTAL	\$

Walls

Retaining Walls	SF	\$15.00		\$
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$
Water Lateral	EA	\$5,000.00		\$

Water Meter Installation	EA	\$2,500.00		\$
Paving Replacement, Trench	LF	\$16.00		\$
Pressure Reducing Station	EA	\$90,000.00		\$
Shoring for Trenches > 5' Deep	LF	\$17.00		\$
Street Name Signs	EA	\$500.00		\$
OTHER= UNDERGROUND POLE	EA	\$25,000.00	4	\$ 100,000.00
OTHER=				\$
			SUBTOTAL	\$

Sewer				
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$
Pipe, 4" VCP	LF	\$70.00		\$
Pipe, 6" VCP	LF	\$106.00		\$
Pipe, 8" VCP	LF	\$142.00		\$
Pipe, 10" VCP	LF	\$178.00		\$
Pipe, 12" VCP	LF	\$215.00		\$
Pipe, 15" VCP	LF	\$270.00		\$
Pipe, 4" DIP	LF	\$70.00		\$
Pipe, 6" DIP	LF	\$106.00		\$
Pipe, 8" DIP	LF	\$142.00		\$
Pipe, 10" DIP	LF	\$178.00		\$
Pipe, 12" DIP	LF	\$215.00		\$
Pipe, 15" DIP	LF	\$270.00		\$
			SUBTOTAL	\$

Miscellaneous Sewer				
Adjust Manhole	EA	\$2,000.00		\$
Clean Out	EA	\$2,000.00		\$
Saddle	EA	\$2,610.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Water				
Pipe, 4" DIP	LF	\$43.00		\$
Pipe, 6" DIP	LF	\$57.00		\$
Pipe, 8" DIP	LF	\$75.00		\$
Pipe, 10" DIP	LF	\$93.00		\$
Pipe, 12" DIP	LF	\$105.00		\$
Valve, 4"	EA	\$1,500.00		\$
Valve, 6"	EA	\$1,800.00		\$
Valve, 8"	EA	\$2,800.00		\$
Valve, 10"	EA	\$4,000.00		\$

Valve, 12"	EA	\$5,300.00		\$
Valve, 16"	EA	\$7,500.00		\$
			SUBTOTAL	\$

Miscellaneous Water

Air & Vac, 1"	EA	\$2,700.00		\$
Fire Hydrant, 6"	EA	\$4,900.00		\$
Fire Service, 6"	EA	\$12,000.00		\$
Fire Service, 8"	EA	\$20,000.00		\$
Fire Service 10"	EA	\$30,000.00		\$
Hot Tap, 8"	EA	\$3,550.00		\$
Hot Tap, 10"	EA	\$3,900.00		\$
Hot Tap, 12"	EA	\$4,750.00		\$
Service, 1"	EA	\$2,500.00		\$
Service, 2"	EA	\$3,400.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

TOTAL COST \$ 118,400.00

PREPARED BY:

Tsang Yu Huang
Engineer's Name & Signature **WET STAMP & DATE**
Vanlen Consultant
Company
954-536-7381 TsangH@vanlenco.com
Tel No/Email





Cash Register Receipt

City of Corona

Receipt Number
R39217

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2022-0007 Address: 2550 S Main St APN: 113310005			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$154,000.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$77,000.00
TOTAL FEES PAID BY RECEIPT: R39217			\$231,000.00

Date Paid: Thursday, April 06, 2023

Paid By: VERSACARE, INC.

Cashier: SGL2

Pay Method: CHECK 6943



Staff Report

File #: 23-0288

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

AWARD OF CONTRACT TO ROTH IAMS, LLC FOR A CITYWIDE BUILDING ASSESSMENT, MAINTENANCE, AND CAPITAL IMPROVEMENT PLAN CONSULTING SERVICES

EXECUTIVE SUMMARY:

This staff report asks City Council to approve a contract with Roth IAMS, LLC for a city-wide building assessment, maintenance, and capital improvement plan consulting services in the amount of \$187,430.50.

RECOMMENDED ACTION:

That the City Council:

- a. Award the Request for Proposals (RFP) 22-044RH to Roth IAMS, LLC. for a citywide building assessment, maintenance, and capital improvement plan consulting services.
- b. Authorize the City Manager, or his designee, to execute the Professional Services Agreement for a citywide building assessment, maintenance, and capital improvement plan consulting services to Roth IAMS, LLC for an initial contract term ending June 30, 2024 in the amount of \$187,430.50.
- c. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$18,743 or 10% of the total contract cost as authorized by [Corona Municipal Code \(CMC\) Section 3.08.070\(I\)](#).
- d. Authorize the City Manager, or his designee, to issue purchase orders to Roth IAMS, LLC in the amount of \$187,430.50.
- e. Authorize a budget transfer of \$120,000 from the Comprehensive Fire Station Assessment

Project No. 76150 to the Building Evaluation and Maintenance Plan Project No. 78150 within the Measure X Fund 120.

- f. Authorize a budget reduction of \$280,000 from the Comprehensive Fire Station Assessment Project No. 76150 to fund balance in the Measure X Fund 120.

BACKGROUND & HISTORY:

The City of Corona owns 28 buildings throughout the community, with uses of the buildings ranging from office/administrative to public use. The Building Maintenance Division of the Community Services Department is responsible for the maintenance of those facilities and is looking to develop a more regimented, proactive maintenance and renewal program for those facilities for better planning and budgeting long-term.

Corona has an existing enterprise asset management program called Nexgen that is utilized by the Building Maintenance Division. This web-based software has many capabilities, including rating and inspection of assets, lifecycle planning, and preventative maintenance scheduling. The City of Corona would like to better utilize this software for building maintenance as part of its strategy for long-term planning and budgeting.

The City previously conducted an inventory of building maintenance facilities in 2017. Basic information was recorded from the examination of building plans and site visits. This information is currently stored in Nexgen, but it has not been updated and does not contain all the information that the City needs in order to develop a comprehensive capital improvement plan. Additionally, in 2020, the City contracted with a firm to review community facilities for facility assessment and Americans with Disabilities Act (ADA) compliance. This information will be made available to the consultant for use in this project and is in the process of being recorded in the City's Nexgen system.

ANALYSIS:

(RFP) 22-044RH was advertised pursuant to CMC 3.08.110, non-public projects formal bidding procedure requirements on April 20, 2022 on the City's PlanetBids bidding portal.

A total of 82 vendors were notified about RFP 22-044RH. The City received three proposals on the due date of May 25, 2022 and subsequently reviewed by City Staff. All proposals were evaluated based on five essential criteria: 1. Completeness of Response (Pass/Fail); 2. Qualification of Firm (10 pts); 3. Qualification of Personnel (40 pts); 4. Work Plan/Project Understanding and Approach (40 pts); 5. Value (10 pts).

The summary of proposal scoring and evaluation rankings are presented below:

Rank	Company	Total Score
1	Roth IAMS, LLC	91
2	Marx Okubo Associates, Inc.	77
3	FEI Associates Consulting	Non-Responsive

Staff recommends awarding the contract to Roth IAMS, LLC as the most qualified consultant with the requested award amount of \$187,430.50 through June 30, 2024.

FINANCIAL IMPACT:

Approval of the recommended actions will result in a budget transfer of \$120,000 from the Comprehensive Fire Station Assessment Project No. 76150 to the Building Evaluation and Maintenance Plan Project No. 78150 within the Measure X Fund 120, and a budget reduction of \$280,000 from the Comprehensive Fire Station Assessment Project No. 76150 to fund balance in the Measure X Fund 120. With the transfer, the current balance in the Building Evaluation and Maintenance Plan Project No. 78150 is \$368,830, which is sufficient for the Agreement with Roth IAMS, LLC. ,

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is a financial transaction between the State of California Department of Parks and Recreation and the City of Corona, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: BAILEY WARD, MANAGEMENT ANALYST I & MOSES CORTEZ, FACILITIES, PARKS AND TRAILS MANAGER

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Roth IAMS Agreement

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH ROTH IAMS, LLC.
(BUILDING CONDITION ASSESSMENTS – BUILDING ASSESSMENT,
MAINTENANCE AND CIP CONSULTING SERVICES PROJECT RFP 22-044RH)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of April, 2023 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Roth IAMS, LLC., a Delaware Limited Liability Company with its principal place of business at 360 Central Ave Suite 800, St Petersburg, FL, 33701 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Building Condition Assessments services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Building Assessment, Maintenance and CIP Consulting Services Project RFP 22-044RH (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Building Condition Assessments consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from April 19, 2023 to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and

deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: William (Bill) Roth, P. Geo..

3.2.5 City’s Representative. The City hereby designates Anne K. Turner, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all

purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates William (Bill) Roth, P. Geo., or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of

state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years

following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant’s insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred and Eighty-Seven Thousand Four Hundred and Thirty Dollars and Fifty Cents (\$187,430.50) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Project is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as

well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another

project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Roth IAMS, LLC.
360 Central Avenue, Suite 800
St. Petersburg, FL 33701
Attn: William (Bill) Roth, P. Geo.

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Anne K. Turner, Community Services Dept

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall

also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH ROTH IAMS, LLC.
(BUILDING CONDITION ASSESSMENTS – BUILDING ASSESSMENT,
MAINTENANCE AND CIP CONSULTING SERVICES PROJECT RFP 22-044RH)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: 

Anne K. Turner
Community Services Director

Reviewed By: 

Moses Cortez
Facilities, Parks & Trails Manager

Reviewed By: 

Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edward
City Clerk

EXHIBIT “A” SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Building Condition Assessments services necessary for the Project. The Services are more particularly described herein.

Project Objectives:

The City of Corona desires to have a comprehensive, written building maintenance plan and program that provides for the efficient and effective maintenance of Corona’s building and facility assets.

The overall goals are to:

1. Reduce the amount of corrective maintenance work through increased, planned preventative maintenance.
2. Ensure all equipment are functioning and being maintained in a safe manner so the asset will perform through its expected useful life based upon industry Best Management Practices (BMPs) and the development of written procedures and maintenance program.
3. Identify gaps in knowledge or skills to provide appropriate staff training or make recommendations for the addition of positions for specific building trades to perform work.
4. Document all existing building maintenance assets, record basic information, take photographs, develop regular maintenance schedules, provide a condition rating, impact value for asset failure, estimated remaining useful life and identify replacement timeline and budget.
5. Identify, plan and budget for the eventual replacement of capital assets through the development of a 10-year capital replacement plan to anticipate and budget for the planned replacement of building maintenance assets.

Review Existing Information and Program:

The Consultant will review the City’s existing as-built plans, current preventative maintenance work orders and routine tasks conducted by City staff. The Consultant shall conduct an interview with Building Maintenance staff to discuss current operations, challenges, and opportunities for improvement. The Consultant shall also be granted access to review the City’s Nexgen Asset Management program to review existing asset data, asset classes, and scheduled inspections and preventative maintenance tasks to become familiar with the system, and determine how the facility assessment, preventative maintenance program and capital replacement planning process resulting from the work performed will be integrated into and used in the Nexgen program. The City will provide access to the Nexgen program, staff knowledgeable in the program, and Nexgen support staff as necessary.

Program Recommendations:

After reviewing existing information, the Consultant shall make recommendations regarding improvements to be made to areas including, but not limited to, required preventative maintenance and scheduling, asset classifications, expected useful life by asset class, staffing levels and necessity of building trade types, etc. This shall include recommendations regarding appropriate preventative maintenance intervals by item class, checklists and training. The recommendations shall result in improved efficiency and ensuring assets are maintained according to industry standards to achieve the maximum useful life.

Facility Assessment and Data Collection:

The Consultant will visit each site, review existing asset inventory from Nexgen system, document basic nameplate information, take pictures of and rate the equipment. The Consultant shall add any missing equipment to Nexgen, or conversely provide recommendations to remove unnecessary equipment from the program to ensure an accurate inventory of facility equipment in each site. The condition rating scale shall be from 1 (excellent) to 10 (poor). The Consultant shall document and provide examples for the rating scale to be included in the written Building Maintenance Program for future assessment of equipment to ensure consistency. If an installation date for equipment is not readily available, the Consultant shall provide an installation date that is based upon the estimated remaining useful life of the asset. For example, if an air conditioning unit should last 20 years, and it is anticipated the unit will last another five years, the Consultant shall record an installation date that is 15 years prior to the current date.

Asset classes to be assessed include:

1. Heating, Ventilation, and Air Conditioning (HVAC) Systems
2. Roofs
3. Elevators
4. Plumbing
5. Fire Protection
6. Parking Lot
7. Landscaping
8. Fencing
9. Electrical
10. Lighting
11. Flooring
12. Doors
13. Water Heater
14. Automatic Gate Openers
15. Drinking Fountains
16. Restrooms and fixtures
17. Stairs and railings
18. Generators
19. Interior & Exterior Doors & Awnings
20. Windows
21. Walls / Foundation Condition

The Consultant shall also identify and provide recommendations for areas where additional studies may be required, such as noted structural deficiencies or for accessibility.

The Consultant shall also assess and record a value to be used for the impact of the asset's failure based on a scale from 1 to 10 based on the table definitions below. The impact, condition rating, and remaining life of the asset are used by the Nexgen program to calculate an asset risk factor and probability of failure.

Asset Impact Index Values

Index	Definition
1	No impact of failure
2	Minimal impact of failure
3	Minor impact of failure
4	Limited impact of failure
5	Moderate impact of failure
6	Notable impact of failure
7	Considerable impact of failure
8	Major impact of failure
9	Significant impact of failure
10	Extremely high impact of failure

Asset Risk Index Values

Index	Definition	Required Action
0 – 1	Extremely Low Risk	No activity
1.1 – 2.0	Very Low Risk	No activity
2.1 – 3.0	Low Risk	Monitor
3.1 – 4.0	Low Intermediate Risk	Routine monitoring
4.1 – 5.0	Intermediate Risk	Routine monitoring
5.1 – 6.0	Moderate Risk	Routine monitoring
6.1 – 7.0	Moderate High Risk	Aggressive monitoring
7.1 – 8.0	High Risk	Plan Work
8.1 – 9.0	Very High Risk	Immediate Work
> 9.1	Extremely High Risk	Immediate Work

Work Hours for Site Visits and Scheduling:

The City of Corona's business hours are Monday – Thursday, from 7:00 a.m. to 6:00 p.m. Consultant shall be provided access to buildings via key or card access key and may be escorted by staff. Consultant may work on Fridays if coordinated in advance with City. The Consultant must provide a schedule at least seven (7) days in advance of visiting a site to allow the City to notify staff of the site visit and assessment. City will provide an onsite contact at each location for questions.

Integration of Assessment Results:

Contractor can utilize the Nexgen iPad app to perform site assessments or provide data in an approved Excel format for import into the City's program. The City will provide contractor training on use of the program and access to the system for any number of users as required by contractor to perform work.

List of Facilities:

The list below is a complete list of City facilities to be assessed. The facilities highlighted in green were previously assessed in 2020; the information from those assessments shall be made

available to the consultant and shall be incorporated into the overall 10-year capital improvement plan and maintenance program.

Building Name	Address	Approx. Year Built	Approx. Square Footage
Auburndale Community Center	1045 Auburndale Street	1973	3,500
Brentwood Park Center	1646 Dawn Ridge	1976	1,340
Circle City Center	365 N. Main Street	2001	32,410
Corona Municipal Airport	1901 Aviation Drive	1980	1,000
Corona Animal Shelter	1330 Magnolia Avenue	2015	6,400
Corona City Hall	400 S. Vicentia Avenue	2008	134,655
Corona Police Department	730 Public Safety Way	2001	59,786
Corona Public Library	650 S. Main Street	1969	31,000
Corona Senior Center	921 S. Belle Avenue	1960	7,650
Fire Administration	735 Public Safety Way	2008	44,550
Fueling Station – Internal (Equipment & Canopy Area)	740 Public Safety Way	2001	4,785
Historic Civic Center, Including CAT Building and Civic Center Gym	815 W. Sixth Street / 502 S. Vicentia Avenue	1923	54,300
River Road Community Center	1100 River Road	1985	2,600
Shooting Range	710 Public Safety Way	2001	18,442
Shop Building	750 Public Safety Way	2001	10,240
Utilities Administration	755 Public Safety Way	2008	32,000
Vehicle Maintenance Building (Fleet)	760 Public Safety Way	2001	31,533
Vicentia Activity Center (Daycare)	550 S. Vicentia Avenue	2008	6,287
Victoria Park Community Center	312 Ninth Street	1914	4,600
Warehouse	770 Public Safety Way	2001	41,200

Fire Department Facilities

Fire Station 1	540 Magnolia Avenue	1974	6,679
Fire Station 2	225 East Harrison Street	1966	11,600
Fire Station 3	790 South Smith Avenue	1974	6,679
Fire Station 4	915 North McKinley	1994	7,882
Fire Station 5	1200 Canyon Crest	1988	6,404
Fire Station 6	110 West Upper Drive	1999	7,629
Fire Station 7	3777 Bedford Canyon	2004	16,200
Fire Training Tower	Public Safety Way	2002	4,103

Building Maintenance Program

After reviewing all facilities and existing information, the Consultant shall prepare a written Building Maintenance Program. The document shall include procedures, template checklists and recommended schedules for conducting regular facility inspections of building maintenance assets. The checklists should ensure compliance with International Building Code (IBC) and International Existing Building Code (IEBC). Additionally, the templates should include

appropriate information or triggers for intensified monitoring, assessment, repair or replacement of an asset.

The Building Maintenance Program shall also make recommendations regarding required training, knowledge, skills and abilities for all building maintenance technicians to improve efficiency and reduce costs where possible. The report shall also include comparative staffing levels with comparable agencies or industry standards based upon square footage per technician or other appropriate metric.

10-Year Capital Improvement Plan

Based upon the observed condition, estimated remaining useful life and impact the Consultant shall prepare a 10-year capital improvement plan, grouped by each building, with identification of specific projects including engineer's estimates for replacement costs, and totaled by each fiscal year. The capital improvement plan should provide a budgetary roadmap of work to be performed to ensure all City facilities and assets are maintained at or above industry standard practices.

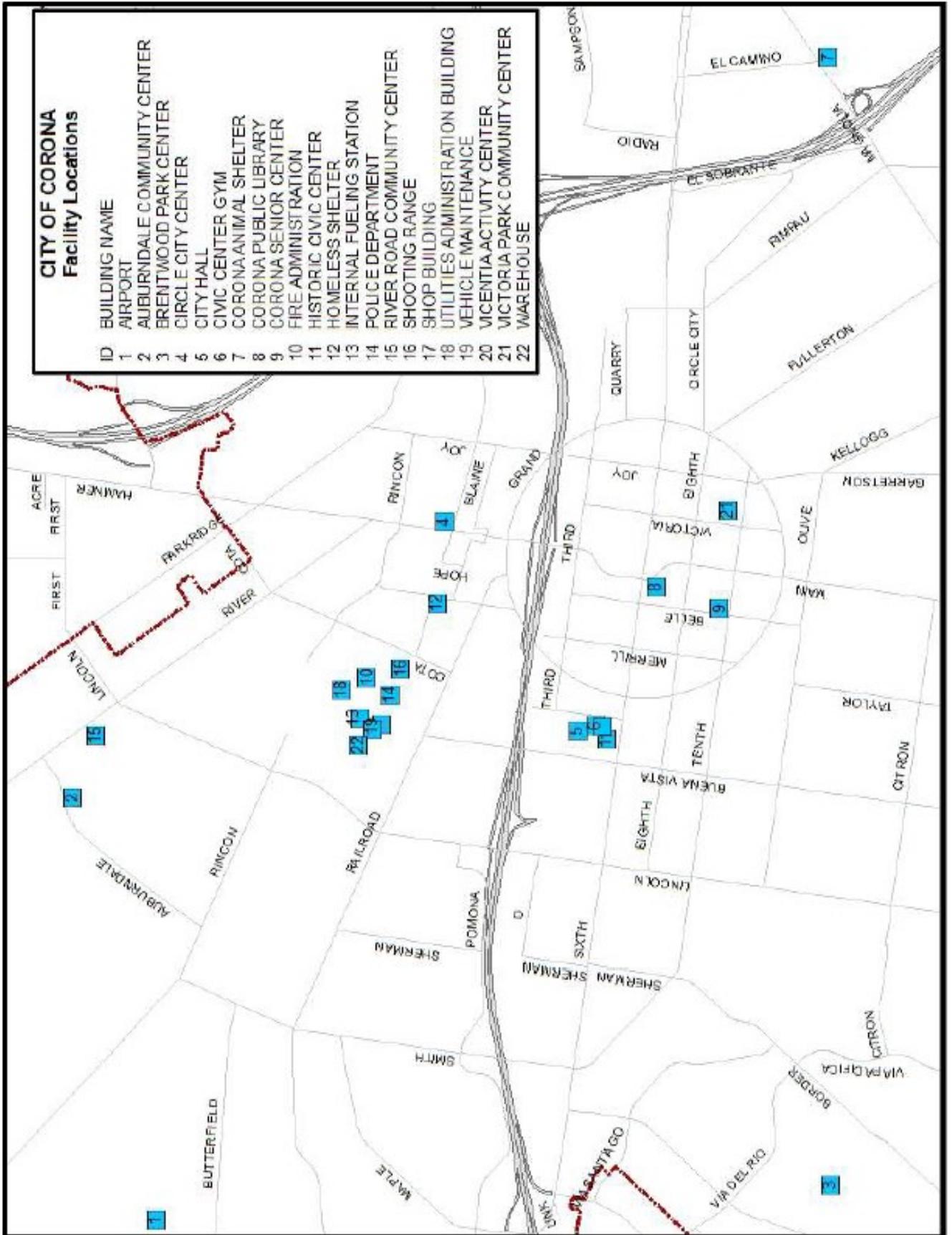
Report Card and Metrics Development

The Consultant shall develop a written report card with various metrics based upon industry standards and Corona's building inventory. The report card shall identify appropriate categories and sources of objective data to be used for each metric and a grading scale to measure success and identify areas of improvement. Potential metrics include categories such as percentage of preventative to corrective maintenance, days open for service requests, dollars per square foot energy costs, etc.

Project Deliverables:

The Consultant shall provide the following documents as a result of the work performed:

1. A written, concise executive summary that briefly discusses each section of the work performed and provides key insights and concise data to support conclusions.
2. A comprehensive Building Maintenance Program that identifies the various types of equipment and assets that the Building Maintenance Division is responsible for, provides checklists and maintenance tasks, including intervals, by equipment class.
3. A sample report card with metrics, including source data, to be used on a regular basis to measure the effectiveness of the Building Maintenance Program.



Consultant proposed scope of work for Fire Department Facilities Building Assessment, Maintenance and Capital Improvement Plan

PROJECT MANAGEMENT

Project Kick-Off

The Consultant recommends that a project kick-off meeting (virtual) be scheduled with key stakeholders from the City as well as the Consultant's Project Manager at the outset of the project. The purpose of this meeting will be for all the stakeholders to meet to meet via an online platform, to outline the City's detailed objectives for the project; and ensure an understanding of the steps that will be part of project execution.

Collaboration

One of the founding principles of the Consultant is Collaboration. To accurately capture the condition of the City's assets, the Consultant will engage with the knowledgeable staff from the city's organization during the process, beyond providing someone to open locked doors and escort them through the facility. Although this does take more time for both our clients and our staff, in our experience, it results in a more useful end-product for the client.

One of the greatest issues associated with facility and asset management today is that many organizations have staff that house tremendous knowledge of their buildings within their heads. As those experienced staff prepare to retire, the organizations face a tremendous risk if that unique knowledge walks out the door with them leaving.

Throughout the Consultant project methodology the Consultant focuses on collaborating with the City to provide as much opportunity as possible to extract that institutional knowledge from the minds of the City's staff. This collaboration informs and supports the BCA/city, which in turn provide a more solid foundation for an on-going asset management program.

The Consultant exhibits the collaborative approach through:

- Project Kick-Off Meeting;
- Completion of a pilot-level program followed by a city review and debrief;
- Interviews with knowledgeable building and facility staff;
- Engaging the Consultant's site escorts throughout the site visit; and
- Integration of client-provided comments and feedback throughout the project.

Contact Information

The Consultant will prepare a Project Team Contact sheet for distribution to City representatives as well as the Site Assessment team which will include cell phone numbers and email addresses.

File Sharing

The Consultant will establish a secure web-based platform (OneDrive) for the sharing of documentation from the City as well as for transferring Draft and Final Reports. A file structure will be established at the outset of the project that will ensure ease of file sharing between our teams.

Consultant proposed scope of work for Fire Department Facilities Building Assessment, Maintenance and Capital Improvement Plan

The scope of work is understood to consist of 2 parts. This includes the BCA and a Zero Net Energy (ZNE) Assessment. The addition of the ZNE Assessment will be conducted only on the fire hall buildings.

Building Condition Assessments

The BCAs for the fire hall buildings will be completed as outlined in RFP No. 22-044RH and the Consultant's proposal response dated May 25, 2022. The scope includes BCA, equipment inventory, and maintenance plan.

Zero Net Energy Assessment

For each building, a Zero Net Energy (ZNE) Assessment will be conducted. The goal of the assessment is to identify the building upgrades to meet the California Energy Efficiency Strategic Plan of 50% zero net energy by 2030. As the ZNE assessment was not part of the original RFP, the Consultant has included our a detailed breakdown of the proposed scope of work below.

ZERO NET ENERGY ASSESSMENT METHODOLOGY

Load Profile

The load profile involving at least three years of utility consumption data provides the energy baseline for future measurement and verification. Also, it documents the utility costs for the energy savings calculations. Finally, it will be used as part of the assessment report to validate the proposed energy efficiency measures.

Data will be collected directly from the City. The data collected will be detailed in a standard spreadsheet format using weather data as appropriate and summarized in the utility analysis document. The following steps will be taken for the site on an annual basis:

- Obtain the monthly billing data for the sites.
- Obtain site specific parameters broken out by month including:
 - Utilized space and any additions, improvements, and changes in use that occurred over the past two years;
 - Major changes to facility energy loads and operational processes; and
 - Physical size and age of the site.
- Apply weather data to customers load profile to determine the weather normalized consumption profile.
- Confirm the theoretical baseline curve against the actual usage information.

On-Site Facility Assessment

Consultant field assessors will work with the appropriate City stakeholders to complete the site visit of each facility. All aspects of the facility's operation will be reviewed in order to first understand how the building is constructed and how it currently operates. Information gathered on the mechanical, electrical, and envelope systems will be used in the next step to identify and assess energy conservation opportunities (ECMs). This includes a detailed equipment inventory of each facility. This inventory will include gathering information from equipment nameplates and shop drawings. Where necessary field measurements may be taken to establish the information required for the analysis. Interviewing City operational staff is essential to gaining the understanding of how the building operates. The interview will occur during the site visit if the operations staff are locally available otherwise a call will be set-up to conduct the interview.

By involving the client's staff in the assessments, they will gain a better understanding of the program.

Existing Building Energy Analysis

The next step is to determine the current energy use breakdown for the existing building. In other words, where is all the energy being consumed in the building? This will involve calculating the breakdown of energy use. This will provide us with a better understanding of how energy is used in the facilities and allow us to identify ways to reduce energy consumption as well as provide confidence in the potential savings calculations.

Energy Conservation Opportunities

The first step in pursuing the ZNE targets is to reduce the energy consumption of the building. Optimizing the energy use reduces the amount of energy that is required to be offset. There are three main points in the project for developing the ECM opportunities list. The first follows the documentation review, where based on the information reviewed the Consultant's team will develop a list of ECM opportunities that will be further explored while on site. During the site visit the Consultant will explore the potential of the initial opportunities list and add any new ECMs observed through the site visit. At this stage the concept list will be shared with the City for their thoughts and feedback. The final update to the ECM opportunities list will occur upon the completion of energy analysis as through the process some additional ECM opportunities may be discovered as well as some may be removed.

ECM opportunities identified will be analyzed to determine their impact on utility costs versus retrofit costs. With the analysis completed, a financial spreadsheet will be developed that lists all ECM opportunities identified. For each, the cost to implement, operational and utility savings, applicable incentives, and simple payback will be included. The ECMs will be categorized as either low/no cost, Lifecycle Replacement or Energy Reduction Retrofit. Additional financial analysis such as NPV calculations and financed paybacks can be included. The ECMs will be individually evaluated at this time without considering the impact they have on one another. A recommended bundle will be provided considering the interaction between opportunities.

Solar Energy Generation Potential

A key component to ZNE is energy generation through renewable sources on site. A review of the solar PV potential on site will be conducted. This review will explore the electrical energy generation capacity from solar PV on the building/property. This will focus more on capacity of generation for the purpose of determining the potential offset of electricity use and help set a target for other ECM activities leading to 2030. This does not replace a detailed feasibility study prior to going forward with implementation as it will not include a structural analysis of the building envelope to support the PV array.

Documentation and Reporting

A formal written report summarizing the findings will be prepared. A draft report will be provided for the City to review and provide comments and feedback before a final report is completed.

The report takes all the information gathered in the assessment process distilling it into a document acting as the implementation plan for the client. This document typically includes:

- Facility systems and operational information;
- Load profile, charts, and analysis;
- List of all identified energy efficiency opportunities with a detailed explanation of each measure, recommended actions, and energy savings with financial analysis;
- Identify the on-site solar PV potential of the facility;
- Financial spreadsheet listing all identified opportunities; and
- Outline a plan to achieve 50% ZNE by 2030 including the on-site solar PV potential and ECMs to reduce the overall energy use.

EXHIBIT “B” SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Task Name	Start Date	Calendar Days	End Date	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023
				Jun	Jun	Jun	Jun	Jul																					
Project Management	5-Jun-2023	154	20-Nov-2023																										
Start Date - Project Award	5-Jun-2023	0	5-Jun-2023																										
Kick-Off Meeting	7-Jun-2023	0	7-Jun-2023																										
Documentation Request, Exchange and Review	7-Jun-2023	15	22-Jun-2023																										
Documentation Gathering (Town)	7-Jun-2023	8	15-Jun-2023																										
On-Going Project Meetings/Calls	10-Jul-2023	107	25-Oct-2023																										
Project Wrap-Up Meeting	20-Nov-2023	0	20-Nov-2023																										
Building Condition Assessment - Including Fire Halls	26-Jun-2023	141	14-Nov-2023																										
Interviews with Knowledgeable Staff	26-Jun-2023	0	26-Jun-2023																										
On-Site Assessment (Pilot Building(s))	26-Jun-2023	4	30-Jun-2023																										
Draft BCA Preparation of Pilot Report	3-Jul-2023	9	12-Jul-2023																										
QA/QC Review	12-Jul-2023	2	14-Jul-2023																										
Submission of Draft BCA Pilot Report	14-Jul-2023	0	14-Jul-2023																										
City Comment Period	14-Jul-2023	10	24-Jul-2023																										
On-Site Assessment (Remaining Buildings)	31-Jul-2023	11	11-Aug-2023																										
Draft BCA Preparation of BCA Reports	14-Aug-2023	42	25-Sep-2023																										
QA/QC Review	21-Aug-2023	42	2-Oct-2023																										
Submission of Draft BCA Reports	4-Sep-2023	35	9-Oct-2023																										
City Comment Period	5-Sep-2023	56	31-Oct-2023																										
Revisions Based on Client Comments	17-Oct-2023	28	14-Nov-2023																										
Submission of Final BCA Reports	14-Nov-2023	0	14-Nov-2023																										
New Zero Assessments - Fire Halls Only	26-Jun-2023		14-Nov-2023																										
Document Review	26-Jun-2023	11	7-Jul-2023																										
Utility Analysis	10-Jul-2023	4	14-Jul-2023																										
Renewable Energy System Options Analysis	17-Jul-2023	10	27-Jul-2023																										
On-Site Assessment (Same timing as BCA)	31-Jul-2023	4	4-Aug-2023																										
Interviews with Knowledgeable Staff	31-Jul-2023	4	4-Aug-2023																										
Energy Analysis and Reporting	7-Aug-2023	60	6-Oct-2023																										
QA/QC Review	21-Aug-2023	53	13-Oct-2023																										
Submission of Draft Energy Reports	4-Sep-2023	42	16-Oct-2023																										
City Comment Period	5-Sep-2023	56	31-Oct-2023																										
Revisions Based on Client Comments	17-Oct-2023	28	14-Nov-2023																										
Submission of Final Energy Reports	14-Nov-2023	0	14-Nov-2023																										
Preventative Maintenance Planning and Report Card	4-Sep-2023	74	14-Nov-2023																										
Preventative Maintenance Program Development	4-Sep-2023	23	27-Sep-2023																										
Report Card Development	2-Oct-2023	4	6-Oct-2023																										
QA/QC Review	9-Oct-2023	11	20-Oct-2023																										
Draft Submission	23-Oct-2023	0	23-Oct-2023																										
City Comment Period	23-Oct-2023	8	31-Oct-2023																										
Revisions Based on Client Comments	6-Nov-2023	7	13-Nov-2023																										
Submission of Final Reports	14-Nov-2023	0	14-Nov-2023																										

EXHIBIT “C” COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

1 FEE PROPOSAL

Roth IAMS is pleased to provide the City with the following fee for the condition assessment of each building and excel based database of **\$94,475.00 (excluding taxes)** for the scope of work outlined in the RFP.

1.1 FEE ASSUMPTIONS

The fees provided are based on the following assumptions:

1. The fees for the facilities include all nominal disbursements including travel expenses;
2. The Consultant Hourly Rate is a (assessor/project manager) blended rate and does not include travel time and travel expenses related to the execution of the project. Prior to commencing additional work Roth IAMS will submit for approval a fee proposal that is reflective of the scope of work requested;
3. At the time of the scheduled site visit, the assessors will have full access to facilities, especially to the roof, and the mechanical and electrical rooms.
4. We've assumed one kick-off meeting (virtual) and monthly progress meetings will be conference calls.

1.2 HOURLY RATES

Table 1 provides the hourly rates for the various roles included on our proposed project team.

Table 1 – Roth IAMS Hourly Rates	
Staff	Hourly Rate
Principal-in-Charge	\$175
Project Manager (and Back-Up)	\$175
Discipline Leaders	\$165
Site Assessors	\$135
Administrative Support	\$85

1.3 LABOUR HOUR ESTIMATE

Roth IAMS has created a Labour Hour Estimate which is attached below.

**Labor Hour Estimate
for
City of Corona**

Task Name	Staff Hours						Disbursements
	PIC	PM	DL	PM Lead	SA	Admin	
Project Management							
Start Date - Project Award		1					
Kick-Off Meeting	1.5	1.5					
Documentation Request, Exchange and Review		2		10	10		
Documentation Gathering (City)							
On-Going Project Meetings/Calls		3					
Project Wrap-Up Meeting	1.5	1.5					
Building Condition Assessment							
Interviews with Knowledgeable Staff		3			6		
On-Site Assessment (Pilot Building(s))		1			42		
Draft BCA Preparation of Pilot Report					40		
QA/QC Review			5				
Submission of Draft BCA Pilot Report		2			5	1	
City Comment Period							
On-Site Assessment (Remaining Buildings)		1			84		
Draft BCA Preparation of BCA Reports					200		
QA/QC Review			30				
Submission of Draft BCA Reports		2			20	3	
City Comment Period							
Revisions Based on Client Comments					20	4	
Submission of Final BCA Reports		2					
Preventative Maintenance Planning and Report Card							
Preventative Maintenance Program Development		1		26	45		
Report Card Development		1		7	15		
QA/QC Review			8				
Draft Submission		2			5		
City Comment Period							
Revisions Based on Client Comments				2	5	2	
Submission of Final Reports		2					
Total Hours	3	26	43	45	497	10	
Total Cost	\$ 525.00	\$ 4,550.00	\$ 7,095.00	\$ 6,750.00	\$ 67,095.00	\$ 850.00	\$ 7,610.00

Notes: Abbreviation Legend

PIC - Principal in Charge

PM - Project Manager

DLs - Discipline Leaders

PM Lead - Preventative Maintenance Lead

SAs - Site Assessors

Admin - Administrative Support

The Consultant is pleased to provide our fee for the completion of the FCAs for the fire halls in Table 2 below. The fees have been provided for each scope of work and each building. Our total fee for the additional work is **\$92,955.50 (excluding taxes)**.

Table 2 – Consultant Proposed Fees		
Building	BCA	ZNE Assessment
Fire Department Headquarters	N/A*	\$9,642.00
Fire Station 1	\$4,135.00	\$6,207.00
Fire Station 2	\$4,540.00	\$7,077.00
Fire Station 3	\$4,135.00	\$6,207.00
Fire Station 4	\$4,135.00	\$6,207.00
Fire Station 5	\$4,135.00	\$6,207.00
Fire Station 6	\$4,135.00	\$6,207.00
Fire Station 7	\$4,540.00	\$7,077.00
Fire Training Tower	\$3,782.50	\$4,587.00
Total Cost (excluding taxes)	\$33,537.50	\$59,418.00

*Notes:

The BCA fee for the Fire Department Headquarters is already included in the original Consultant's proposal dated May 25, 2022, and therefore has not been included in the additional scope here.



Staff Report

File #: 23-0319

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

RELEASE OF THE IMPROVEMENT SECURITY POSTED BY ARANTINE HILLS HOLDINGS, LP FOR TRACT MAP 37030 LOCATED SOUTH OF EAGLE GLEN PARKWAY AND WEST OF INTERSTATE 15 (APPLICANT: ARANTINE HILLS HOLDING, LP)

EXECUTIVE SUMMARY:

This staff report asks the City Council to accept the public improvements and release the appropriate public improvement securities associated with certain lots in Tract Map 37030. Arantine Hills Holdings, the master developer of the Arantine Hills development, also known as Bedford Communities, has completed the required public improvements, and is requesting the release of the posted securities.

RECOMMENDED ACTION:

That the City Council:

- a. Accept the improvements associated with Lots H, L, M, N and Q of Tract Map 37030.
- b. Retain twenty-five percent (25%) of the Faithful Performance Security for one year from the date of acceptance of improvements as security for repair and replacement of any improvements that fail to meet City standards at the end of the one-year period (PB02497500628, PB02497500629, PB02497500630, PB02497500631, PB02497500632, PB02497500634, PB02497500636, PB02497500637, PB02497500639).
- c. Retain the Labor and Material Security for six months from the acceptance of improvements date and automatically release the security, unless any claims are filed. (PB02497500628, PB02497500629, PB02497500630, PB02497500631, PB02497500632, PB02497500634, PB02497500636, PB02497500637, PB02497500639).

BACKGROUND & HISTORY:

Tract Map 37030 subdivided approximately 54 acres into 45 lots for condominium purposes and was the first phase of development in the Arantine Hills Specific Plan. Tract Map 37030 was approved by the City Council on October 4, 2017, and is located south of Eagle Glen Parkway and west of Interstate 15. The map accommodated the construction of 393 residential units comprised of 100 single-family detached condominiums, 96 detached units in clusters of six, 96 paired units in clusters of eight, 101 townhomes, open space areas, trails, an active park, and a recreational facility.

On October 18, 2017 Arantine Hills Holdings LP, entered into Public Improvement Agreements with the City and posted Faithful Performance and Labor and Material bonds to secure the construction of storm drain facilities associated with Lots H, L, M, N and Q and alley improvements associated with Lot 14 of Tract Map 37030.

FINANCIAL IMPACT:

All applicable fees have been paid by the developer. It is the City’s responsibility to begin the maintenance of the public improvements one (1) year after the date of acceptance.

ANALYSIS:

All improvements to the streets referenced in the posted securities have been constructed in accordance with City standards and staff is recommending that the City Council accept the improvements.

Twenty-five percent (25%) of the Faithful Performance Security for the public improvements will be retained for a period of one-year to guarantee repair or replacement of any improvements that fail prior to the end of the one-year period. The City will release the Faithful Performance Security one year from the acceptance of improvements by City Council, pursuant to California Government Code Section 66499.9 (c).

It is necessary to retain the Labor and Material Security for a period of six months, in accordance with the State Subdivision Map Act.

The following is a summary of the securities:

Tract Map 37030

Security	Security No.	Faithful Performance	Security No.	Labor & Materials
Palmer Drive Storm Drain Bond (Lot N)	PB02497500628	\$153,200	PB02497500628	\$76,600
Cameron Way Storm Drain Bond (Lot L)	PB02497500629	\$159,400	PB02497500629	\$79,700
Nova Way Storm Drain Bond (Lot L)	PB02497500630	\$13,800	PB02497500630	\$6,900
Adishian Way Storm Drain Bond (Lot H)	PB02497500631	\$45,600	PB02497500631	\$22,800

Adishain Way Storm Drain Bond (Lot H)	PB02497500632	\$203,200	PB02497500632	\$101,600
Pompia Way Storm Drain Bond (Lot M)	PB02497500634	\$121,200	PB02497500634	\$60,600
Horvath Storm Drain Bond (Lot Q)	PB02497500636	\$191,200	PB02497500636	\$95,600
Orange Fisher Drive Storm Drain Bond (Lot H)	PB02497500637	\$132,000	PB02497500637	\$66,000
8 Unit Cluster Model Alley Improvement Bond (Lot 14)	PB02497500639	\$115,200	PB02497500639	\$57,600

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to release securities posted for a previously approved project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JESSICA KANG, ASSOCIATE ENGINEER

REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Location Map T37030



Staff Report

File #: 23-0325

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

RESOLUTION REVISING THE CITYWIDE MASTER FEE RECOVERY SCHEDULE TO ADJUST THE KIDS CLUB AFTER SCHOOL RECREATION PROGRAM FEE EFFECTIVE MAY 19, 2023

EXECUTIVE SUMMARY:

This staff report asks Council to consider approving a fee adjustment for the Kids Club after school recreation program starting in the 2023-2024 school year.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the updated fee of \$65 per week for the Kids Club Program (Fee No. LARS-016 on the Citywide Master Fee Recovery Schedule), effective May 19, 2023.
- b. Approve an estimated revenue increase of \$243,650 for Fiscal Year 2024 bringing the total projected revenue to \$793,650 in the General Fund for the Community Services Department.
- c. Adopt Resolution No. 2023-023 to update the Citywide Master Fee Recovery Schedule.

BACKGROUND & HISTORY:

The Kids Club Afterschool Program is a longstanding City-operated recreation program that serves grades one through six at ten different school sites in the Corona Norco Unified School District (CNUSD). Each of the ten school sites currently serves an average of 33 youth, over 38 weeks (August - June), at \$52 per week per kid enrolled. Kids Club provides support and age-appropriate activities to youth after school each day from the time the last bell rings until 6:00 pm. This is a very popular program, with waiting lists maintained throughout the year. Kids Club registration for the 2023-2024 school year opens to the public on May 1, 2023.

Currently, services are charged at \$52 per week based on budgetary numbers from Fiscal Year 2018. In 2019, staff rolled out new registration software with updated transaction fees and elected not to increase program fees so as not to create undue burden on participating families. In 2020, the pandemic forced the program to halt and redefine its operation model. In anticipation of the Fiscal Year 2024 budget, staff is recommending updating the cost for this program to reflect the current market and sustained operations costs for the City.

ANALYSIS:

Kids Club is operated on a subsidized cost recovery model to keep prices low and ensure accessible and consistent afterschool recreation services for families who need these types of services. Program fees are adjusted each year to compensate for increased administrative and part-time staff costs. However, fees for this program have not been adjusted since 2018, out of consideration for the families impacted by the pandemic and modified operational challenges.

Annually, staff conducts an internal survey asking participating families to rate the value of services provided by the Kids Club program. In the most recent survey, 89% of families enrolled in the program ranked the services as a "Good Value". To ensure programs are operated with site level cost recovery, staff is recommending a modest fee increase in anticipation of the next school year as part of the City's Fiscal Year 2024 budget.

Staff is requesting that Council approve a fee increase to \$65 per week (from \$52 per week) for the Kids Club Program participants to help offset the increased staff and administrative costs associated with providing this service. This increased assessment is in line with the Consumer Price Index increases of 2.7% each year. The \$65 per kid per week is still below the market rate for similar afterschool services, which are often more than double what the City currently charges.

Staff are making this request at this time to ensure that staff will have enough time to communicate fee changes with families planning for the new school year. Registration for the Kids Club program is slated to start May 1, 2023.

FINANCIAL IMPACT:

Approval of the recommended actions will result in an estimated revenue increase in the amount of \$243,650 in Fiscal Year 2024 bringing the total projected revenue to \$793,650 in the General Fund. Expenditures for Fiscal Year 2024 Kids Club Program are anticipated at \$854,530. This program traditionally operates with a moderate subsidy from the City (\$60,800) to help affordable after school recreation options for Corona families at participating school sites. The Kids Club Program fee will become effective thirty (30) calendar days after Council approval, or May 19, 2023.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is a financial transaction between the State of California

File #: 23-0325

Department of Parks and Recreation and the City of Corona, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: BAILEY WARD, MANAGEMENT ANALYST I

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Resolution No. 2023-023

RESOLUTION NO. 2023-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AMENDING THE CITYWIDE MASTER FEE RECOVERY SCHEDULE

WHEREAS, Corona Municipal Code Section 3.02.040 provides that the City Council shall adopt a fee and services schedule and percentage of cost recovery by resolution; and

WHEREAS, on December 7, 2022, the City Council adopted Resolution No. 2022-118 to update the fees set forth in the Citywide Master Fee Recovery Schedule (fee reductions for nonprofit organizations and single-family infill residential development within the Downtown Specific Plan); and

WHEREAS, on March 16, 2022, the City Council adopted Resolution No. 2022-021 to update the fees set forth in the Citywide Master Fee Recovery Schedule (excluding Community Services' fees); and

WHEREAS, on July 7, 2021, the City Council adopted Resolution No. 2021-055 to update the fees set forth in the Citywide Master Fee Recovery Schedule (Community Services facility use and rental fees); and

WHEREAS, on November 20, 2018, the City Council adopted Resolution No. 2018-125 to update the fees set forth in the Citywide Master Fee Recovery Schedule (excluding all building related fees); and

WHEREAS, the City Council desires to amend the Master Fee Recovery Schedule to amend the Kids Club Program Fee (LARS-016); and

WHEREAS, the fees adopted by this Resolution include California Proposition 26 Article XII C Section 1(e) exemption categories.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Amendment of Master Fee Recovery Schedule. The Master Fee Recovery Schedule, adopted pursuant to Resolution No. 2022-118, 2022-021, 2021-055, and 2018-125, is hereby revised and updated to amend and establish the fees and charges and the corresponding cost recovery percentages set forth in Exhibit 1 attached hereto and incorporated herein by reference.

SECTION 2. CEQA Findings. The resolution is exempt pursuant to Section 15273(a) of the Guidelines for the California Environmental Quality Act (CEQA), which states that CEQA does not apply to the establishment, modification, or approval of rates, tolls, fares and other charges that are for the purpose of meeting operating expenses. This action updates certain fees that are established for the purpose of meeting the operating expenses of the City in providing

the services performed specifically at the request of the applicant. Therefore, this action is exempt from CEQA and not further environmental analysis is required.

SECTION 3. Effective Date of Fee Updates. The Mayor shall sign the Resolution and the City Clerk attest thereto, and this Resolution shall take effect and be in force on May 19, 2023.

PASSED, APPROVED AND ADOPTED this 19th day of April, 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 19th day of April, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 19th day of April, 2023.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT 1

AMENDED PORTIONS OF MASTER FEE RECOVERY SCHEDULE

[SEE ATTACHED 1 PAGE]



CITYWIDE MASTER FEE RECOVERY SCHEDULE

MARKET BASED FEES

Prop 26 Exemption	Reference Number	Service Name	Fee Description	Current Fee	Proposed Fee	Dollar Change	Recovery Level
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COMMUNITY SERVICES

2	LARS-016	After School Recreation A variety of programs, youth and teen activities Providing after school recreation activities at various sites	Per Participant				50% - 93%
		Kids Club - Per Week Additional \$10 fee per week for Non-Resident attending CNUSD schools outside of City boundaries.		52	65	13	
		Kids Club - Late Pick-Up Fee Per every 15 minutes or portion thereof		9	9	-	
		Kids Club Late Registration Fee		5	5	-	



Staff Report

File #: 23-0268

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

ACCEPT AND APPROPRIATE \$100,000 IN LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA) FUNDS FOR THE EBOOKS CORONA PROJECT

EXECUTIVE SUMMARY:

This staff report asks Council to accept \$100,000 in Federal Library Services and Technology Act funds from the California State Library, appropriate \$20,000 in the General Fund as the City's necessary local match in support of the eBooks for Corona project, and authorize the City Manager to issue a purchase order to the approved provider for the program, Lyrisis, in the amount of \$120,000 for the purchase of ebooks.

RECOMMENDED ACTION:

That the City Council:

- a. Accept the Federal Library Services and Technology Act Grant funds in the amount of \$100,000 for the Corona Public Library's eBooks for Corona project.
- b. Authorize the City Manager, or his designee, to execute agreements with the California State Library for the Corona Public Library's eBooks for Corona project.
- c. Appropriate \$100,000 to the Community Services Department's operating budget and increase revenue estimates by the same amount in Library - Other Grants Fund 415.
- d. Authorize an appropriation of \$20,000 to the Community Services Department's operating budget in the General Fund for the necessary local match.

- e. Make a determination under [Corona Municipal Code Section 3.08.140\(B\)](#) that there is no competitive market for the reasons provided in the “Basis of Determination of Competitive Bidding” section of this report.

- f. Authorize the City Manager, or his designee, to issue a purchase order to Lyris in the amount of \$120,000.

- g. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, amendments, and change orders up to 10% of the total cost, or \$12,000, as authorized by [Corona Municipal Code Section 3.08.080\(I\)](#).

BACKGROUND & HISTORY:

The Corona Public Library strives to create equitable access to information, services, and resources. Many patrons are familiar with the Library’s online applications, and have frequently requested additional access/resources/offerings. The California State Library provides financial support in the form of LSTA funded grants to purchase ebooks, audiobooks, and digital media to libraries throughout the state. The eBooks for Corona project will enhance the collection, connection to our community’s cultures and diversity. The e-book collection will also allow the library to create a virtual, accessible, and safe space for our community to feel supported, inspired, and connected to their community to collaborate with up-to-date tools, information, and knowledge.

ANALYSIS:

The California State Library has awarded the Corona Public Library \$100,000 from Federal LSTA funds to purchase e-books, audiobooks, and digital media to support, educate, and benefit the community of Corona, California. The Corona Public Library will use information, data, and statistics, in addition to community outreach to select titles that the community needs and/or desires to further enhance their lifelong learning.

One of the core values of the California State Library is Equitable Access. “Connecting all people and institutions to the information and resources they need”. This in turn leads to a more connected and engaged community. The eBooks for Corona project will open the doors of possibility to our community.

The grant is effective for the period beginning February 1, 2023 and will end June 31, 2023. The award will be made in one payment.

Basis for Determination of Competitive Bidding

Palace Marketplace is a non-profit ebook and audiobook marketplace developed specifically for libraries. The California State Library grant program requires the City to purchase its ebooks through Palace Marketplace which offers a diverse mix of titles from major publishers. Lyris is the North American provider for the Palace Project hosting and marketplace services. Due to the grant requirements to obtain ebooks through the nonprofit Palace Project, staff believes no competitive market exists and the City should dispense with competitive bidding pursuant to CMC Section

3.08.140 (B) which states the following:

“No competitive market.” When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process.

Staff is requesting City Council consideration on approving the purchase order to Lyrasis to provide access to ebooks for the reasons stated above.

FINANCIAL IMPACT:

As specified in the grant application, the City is responsible for contributing a local match of \$20,000 for a total project cost of \$120,000. The City will accept and appropriate \$100,000 to Community Services Department’s operating budget in the Library - Other Grant Fund 415 and appropriate \$20,000 of the General Fund for the necessary local match funds. The funds will be appropriated and utilized in accordance with the grant guidelines.

Project Funding		
Funding Source	Amount	Local Match
California State Library LSTA	\$100,000	
General Fund		\$20,000
Total		\$120,000

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is a financial transaction between the California State Library and the City of Corona, and there is no possibility of it having a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KATHERINE BACKUS, MANAGEMENT ANALYST I

REVIEWED BY: ANNE TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Grant Award Letter

2. Exhibit 2 - Lyrasis Letter as Vendor



January 20, 2023

Anne K. Turner, Director
Corona Public Library
650 S Main Street
Corona, CA 92882-3417

Dear Anne K. Turner:

We are pleased to approve the grant application for the eBooks For Corona project for a total of \$100,000 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information and review the following:

LSTA Funds

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

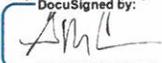
Project Support

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Amanda Gamon and can be reached via email at amanda.gamon@library.ca.gov. You are also assigned a Library Programs Consultant for ongoing programmatic support. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Please stay in touch with your Grant Monitor and Library Programs Consultant throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,


BDA50981C41C416...

Greg Lucas
California State Librarian

cc: Kristina Rose Anderson kristina.anderson@coronaca.gov
Chris Durr chris.durr@library.ca.gov
Amanda Gamon amanda.gamon@library.ca.gov
Fiscal Team federalgrants.fiscal@library.ca.gov
Angie Shannon angie.shannon@library.ca.gov
Lynne Oliva lynne.oliva@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov

THE BASICS – YOUR LSTA GRANT AWARD

The following provides all of the basic information about your grant and managing your grant.

Award #:	40-9401
File #:	EB-03
IMLS #:	LS-252449-OLS-22
Organization:	Corona Public Library
Project Title:	eBooks For Corona
Award Amount:	\$100,000

2022/2023 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$
Equipment (\$5,000 or more per unit)	\$
Services	\$100,000
Project Total	\$100,000
Indirect Cost	\$
Grant Total	\$100,000
Payment Schedule	IN-FULL

Start Date:	February 1 2023
End Date:	June 30 2023

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.

REPORTING

Financial and program narrative reports are required. All required reporting materials will be located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>). Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

PAYMENTS

Please note: If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant program.



Corona Public Library
650 S. Main St.
Corona, CA 92882

March 8, 2023

Lyrasis, a non-profit membership organization, was established in April 2009 with a collective history of legacy networks dating back to 1936. Lyrasis provides libraries, archives, and museums with access to services and resources that are not available from any other vendors, commercially or not for profit.

Lyrasis is the North American provider for The Palace Project hosting and marketplace services. The Palace Project, is an open source product, combined with Lyrasis' hosted services makes it easy to control where and how your organization manages and provides access to ebooks and audiobooks. The Palace marketplace provides libraries with e-content from amazon and audible, as well as over 85 publishers with unique lending models not available from other providers. The Palace Project also provides 15,000+ completely free titles from the Palace Bookshelf, not available from any other vendor.

As a member-driven consortium, Lyrasis is uniquely positioned to focus programs and services to meet the specific needs of our libraries. Lyrasis also provides unparalleled professional development services meeting the needs of library staff at all levels of the organization. Lyrasis is committed to providing a pathway to skill-building that will encourage diversity, inclusion, and equity in our cultural heritage organizations.

Please feel free to contact Lyrasis at 800.999.8558 if you require further assistance.

A handwritten signature in black ink that reads "Michele Kimpton".

Michele Kimpton
Sr Director, Lyrasis
Michele.Kimpton@Lyrasis.org



Staff Report

File #: 23-0278

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Planning & Development Department

SUBJECT:

SPECIFIC PLAN AMENDMENT 2022-0008 TO THE DOS LAGOS SPECIFIC PLAN TO AMEND THE SIGN REGULATIONS FOR FREEWAY-ORIENTED PYLON SIGNS AND MONUMENT SIGNS FOR COMMERCIAL CENTERS 20 ACRES IN SIZE OR LARGER (APPLICANT: BRAVO WHISKEY PROPERTIES, LLC & DOS LAGOS SQUARED, LLC)

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve Specific Plan Amendment 2022-0008 to the Dos Lagos Specific Plan to amend the sign regulations in Section 4.3.6 for freeway-oriented pylon signs and monument signs for commercial centers 20 acres in size or larger. The amendment will allow freeway pylon signs and monument signs to be updated to implement advancement in current technology by allowing electronic sign displays.

RECOMMENDED ACTION:

That the City Council:

- a. Approve Specific Plan Amendment 2022-0008, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of Ordinance No. 3368, first reading of an ordinance approving an amendment to the Dos Lagos Specific Plan (Sp-99-03) to amend the Sign Regulations in Section 4.3.6(a)(1) and (2) to increase the size of the digital display area of permitted freeway-oriented pylon signs and monument signs for commercial centers 20 acres in size or larger (SPA2022-0008).

BACKGROUND & HISTORY:

The applicants, Bravo Whiskey Properties, LLC & Dos Lagos Squared, LLC propose to amend the sign

regulations for the Commercial (C) and Entertainment Commercial (EC) Districts within the Dos Lagos Specific Plan (SP-99-03). The Shops at Dos Lagos retail center is located on the west side of Temescal Canyon Road, and north of Dos Lagos Drive, and has frontage along Interstate 15 (I-15) freeway. The amendment would allow modifications to the existing signs located along the site's freeway frontage and Temescal Canyon Road.

The proposed amendment and subsequent sign improvements will replace existing static sign panels with digital displays. The intent is to provide more flexibility and visibility to Dos Lagos tenants from Temescal Canyon Road or the freeway. The lack of visibility from Temescal Canyon Road is simply due to the size and design of the shopping center; and the lack of visibility from the freeway is caused by the fact that the center is significantly lower than the grade of the freeway.

The Planning and Housing Commission at its meeting on March 20, 2023, reviewed Specific Plan Amendment 2022-0008 (SPA2022-0008) and recommended approval to the City Council.

Existing Signage

The center extends over two commercial zones within the Dos Lagos Specific Plan. The northern half of the center is zoned Entertainment Commercial (EC), and the southern half is zone Commercial (C). Signage for both zones is regulated by Section 4.3.6 of the Dos Lagos Specific Plan.

Currently, the center has the following types of parcel identification signs:

- Two (2) Pylon signs along I-15 Freeway.
- Seven (7) Monument signs along I-15 Freeway.
- Four (4) Monument signs along Temescal Canyon Road.

The pylon and monument signs constructed along I-15 have static sign panels that advertise the name of the center and some of the tenants. In addition to the static panels, the north pylon sign also includes a 300-square-foot electronic message center, which is the maximum size allowed.

The north pylon sign has an overall sign area of 712 square feet, including the electronic message center. The south pylon sign has a sign area of 652 square feet. Both signs are approximately 55 feet tall. These signs comply with the Specific Plan's sign regulations, which allow up to 750 square feet in area, and a maximum height of 60 feet.

The seven freeway monument signs have a sign area of approximately 130 square feet each, and a height of approximately 17 feet. These signs comply with the Specific Plan's regulations, which allow up to 175 square feet of area and a maximum height of 17 feet.

The monument signs that are constructed along Temescal Canyon Road currently advertise only the name of the center, as per the sign regulations. There are a total of four signs that have heights ranging from four feet to 4.5 feet. The overall sign area of each sign does not exceed 75 square feet.

ANALYSIS:

SPA2022-0008 will amend Section 4.3.6, Signage Standards (C) and (EC), of the Dos Lagos Specific Plan. The amendments to this section is shown below with the deleted text in red with a strikethrough; and added text in blue and underlined.

"Section 4.3.6 Signage Standards (C) and (EC)

A. Major Commercial Center Identification Signs (For centers 20 acres in size or larger):

1. Freeway Oriented Signs: Freeway oriented signs for commercial centers are allowed in the following manner.

- a. Centers located adjacent to the freeway are allowed to have up to three freeway oriented pylon signs. The pylons signs shall not exceed a height of 60 feet, and a maximum copy face area of 750 square feet. The pylon signs shall be limited to a maximum ~~seven (7)~~ eleven (11) static copy tenant spaces on each sign. An electronic sign display is allowed on any of the freeway-oriented pylons signs provided that the electronic display area shall not exceed ~~300~~ 672 square feet in digital copy face area and in no case shall the entire sign exceed 750 square feet in copy face area.
- b. Centers located adjacent to the freeway are allowed to have up to eight (8) freeway-oriented monument signs. The monument signs shall be limited to ~~three~~ four (4) tenant spaces. The total copy sign area shall not exceed ~~175~~ 225 square feet and shall not exceed a height of 17 feet.
- c. All freeway signs shall be of high quality having attractive architecture.

2. Monument Signs: Monument signs for commercial centers are allowed in the following manner.

- a. Project identification monument signs are allowed at every driveway opening to the commercial center. These signs ~~shall not~~ may advertise tenants and ~~shall only advertise~~ the name of the center. The ultimate locations of the monument signs shall be approved through the project's sign program.
- b. All monument signs shall be located outside of the visibility triangle for driveways and streets. Monument signs located along Temescal Canyon Road shall have a minimum unobstructed visibility triangle of not less than 20 feet on each side.
- c. Monument signs shall not exceed an overall height of ~~6-6~~ 10 feet.
- d. Monument signs, not including the architecture features and base, shall not exceed an overall copy area of ~~135~~ 175 square feet. The copy area can be static copy and/or electronic message centers."

Proposed Sign Program

The applicant has prepared a sign program based on the proposed amendment. The new signs show a 660-square-foot electronic message center for the freeway pylon signs, which is less than the proposed sign area limit of 672 square feet. The freeway monument signs are proposed with a sign area of 172 square feet, which is less than the proposed sign area limit of 225 square feet. The monument signs along Temescal Canyon Road include new electronic displays, which have sign areas ranging from approximately 74 to 155 square feet, which are all less than the proposed sign area limit of 175 square feet.

FINANCIAL IMPACT:

The applicant paid the application processing fees of \$5,659.28 to cover the cost of the Specific Plan Amendment.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 (Class 1, Existing Facilities) of the Guidelines for the California Environmental Quality Act (CEQA), which states an operation of an existing structure involving negligible or no expansion of use beyond that existing at the time of the CEQA determination is exempt from CEQA. This project is a text amendment to the Dos Lagos Specific Plan to allow for minor alterations in the development standards for signage, which will accommodate technological upgrades (digital copy) to existing on-premise monument and pylon signs for commercial centers 20 acres in size or larger. The proposed changes will involve negligible expansion of use from that already authorized by the Dos Lagos Specific Plan. Therefore, no environmental analysis is required.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting of March 20, 2023, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Alexander/Meza) and carried unanimously, find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and recommend approval of SPA2022-0008 to the City Council, based on the findings contained in the staff report and conditions of approval, with the added condition: The electronic message center signs along Interstate 15 and Temescal Canyon Road shall be automatically dimmed during the nighttime hours. In addition, the electronic message center monument signs along Temescal Canyon Road shall have a label or plaque with property management contact information for the public to contact regarding EMC glare complaints. The minutes of the Planning and Housing Commission meeting are included as Exhibit 3.

PREPARED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - City Ordinance No. 3368
2. Exhibit 2 - Planning and Housing Commission staff report
3. Exhibit 3 - Draft minutes of the Planning and Housing Commission meeting of March 20, 2023

ORDINANCE NO. 3368

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO THE DOS LAGOS SPECIFIC PLAN (SP-99-03) TO AMEND THE SIGN REGULATIONS IN SECTION 4.3.6(A)(1) AND (2) TO INCREASE THE SIZE OF THE DIGITAL DISPLAY AREA OF PERMITTED FREEWAY-ORIENTED PYLON SIGNS AND MONUMENT SIGNS FOR COMMERCIAL CENTERS 20 ACRES IN SIZE OR LARGER (SPA2022-0008).

WHEREAS, on March 20, 2023, the Planning and Housing Commission of the City of Corona (“Planning Commission”) recommended that the City Council of the City of Corona (“City Council”) approve SPA2022-0008, an amendment to Section 4.3.6(A)(1)(2) (Signage Standards (C) and (EC) of the Dos Lagos Specific Plan (SP-99-03) to increase the size of the digital display area of permitted freeway-oriented pylon signs and monument signs for commercial centers that are 20 acres in size or larger (the “Amendment”); and

WHEREAS, the Planning Commission based its recommendation to adopt the Amendment on the findings set forth below and a determination that there is no possibility that the Amendment will have a significant effect on the environment and, thus, is exempt from the requirements of the California Environmental Quality Act; and

WHEREAS, on April 19, 2023, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the Amendment were heard and the Amendment was comprehensively reviewed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for the Amendment, the City Council has reviewed and considered the entire record for the Amendment, including all written and oral evidence presented to the City Council. Based upon the facts and information in the entire record, including all written and oral evidence presented to the City Council, the City Council finds that this action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that minor alterations of existing public or private structures involving negligible or no expansion of use beyond that existing at the time of the CEQA determination is exempt from CEQA. This action involves a minor amendment to the sign regulations in the Dos Lagos Specific Plan, which will allow the only commercial center that is 20 acres or larger in size to moderately increase the size of their existing freeway-oriented pylon signs and existing monument signs as a means of achieving greater visibility and tenant identification and the amendment involves a negligible expansion of uses that are already permitted by the Dos Lagos Specific Plan. Additionally, the City Council finds that this action is exempt pursuant to Section 15061(b)(3) of the Guidelines

for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance is solely a specific plan text revision to amend the sign regulations related to signage at commercial centers of 20 acres or more and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no further environmental analysis is required.

SECTION 2. Zoning Findings. Pursuant to Sections 17.53.090 and 17.53.100 of the Corona Municipal Code, and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. SPA2022-0008 systematically implements and is consistent with the General Plan for the following reasons:

(i) This Amendment is consistent with General Plan Land Use Policy LU-5.9 in that it will require adherence and implementation of the design and development guidelines in the Dos Lagos Specific Plan.

(ii) This Amendment is consistent with General Plan Land Use Policy ED-4.5 because it will promote reinvestment in The Shops at Dos Lagos retail center by providing signage that is necessary for the retail center. The enhanced visibility of the signage is intended to attract customers to support and help sustain the shopping center and appeal to new retail uses that will serve adjacent neighborhoods and contribute to the overall vitality of the center.

B. SPA2022-0008 provides for development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reason:

(i) This Amendment provides development criteria for commercial center signage to ensure compatibility with other development and/or structures within and adjacent to the center.

C. SPA2022-0008 provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the City beyond the project's boundaries for the following reason:

(i) This Amendment is a specific plan text change to the sign regulations for commercial centers that are 20 acres or larger and does not affect the infrastructure that is planned, constructed or required as part of the Dos Lagos Specific Plan.

D. SPA2022-0008 provides for the appropriate orientation and relationship between land uses within and adjacent to the Subject Property for the following reasons:

(i) This Amendment permits commercial center signage for regional commercial centers in a manner that is compatible in scale to other regional commercial centers that have visibility and frontage along the City’s freeway corridors.

SECTION 3. Approval of the Amendment (SPA2022-0008). The Amendment to the Dos Lagos Specific Plan (SP-99-03) (SPA2022-0008) is hereby approved. The text of the Dos Lagos Specific Plan (SP-99-03) is hereby amended as shown in Exhibit “A” attached to this Ordinance and incorporated herein by reference.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Corona, located at 400 S. Vicentia Avenue, Corona, California. Joanne Coletta, Planning and Development Director, is the custodian of the record of proceedings.

SECTION 5. Effective Date of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of May, 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 19th day of April, 2023 and thereafter at a regular meeting held on the 3rd day of May, 2023, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of May, 2023.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

**AMENDMENT TO THE
TEXT OF THE
DOS LAGOS SPECIFIC PLAN (SP-99-03)**

Sections 4.3.6(A)(1) and 4.3.6(A)(2) of the Dos Lagos Specific Plan (SP-99-03) are hereby amended in its entirety to read as follows:

Section 4.3.6 Signage Standards (C) and (EC)

A. Major Commercial Center Identification Signs (For centers 20 acres in size or larger):

- 1. Freeway Oriented Signs:** Freeway oriented signs for commercial centers are allowed in the following manner.
 - a. Centers located adjacent to the freeway are allowed to have up to three freeway oriented pylon signs. The pylons signs shall not exceed a height of 60 feet, and a maximum copy face area of 750 square feet. The pylon signs shall be limited to a maximum eleven (11) static copy tenant spaces on each sign. An electronic sign display is allowed on any of the freeway oriented pylons signs provided that the electronic display area shall not exceed 672 square feet in digital copy face area and in no case shall the entire sign exceed 750 square feet in copy face area.
 - b. Centers located adjacent to the freeway are allowed to have up to eight (8) freeway oriented monument signs. The monument signs shall be limited to four (4) tenant spaces. The total copy sign area shall not exceed 225 square feet and shall not exceed a height of 17 feet.
 - c. All freeway signs shall be of high quality having attractive architecture.
- 2. Monument Signs:** Monument signs for commercial centers are allowed in the following manner.
 - a. Project identification monument signs are allowed at every driveway opening to the commercial center. These signs may advertise tenants and the name of the center. The ultimate locations of the monument signs shall be approved through the project’s sign program.
 - b. All monument signs shall be located outside of the visibility triangle for driveways and streets. Monument signs located along Temescal Canyon

Road shall have a minimum unobstructed visibility triangle of not less than 20 feet on each side.

- c. Monument signs shall not exceed an overall height of 10 feet.
- d. Monument signs, not including the architecture features and base, shall not exceed an overall copy area of 175 square feet. The copy area can be static copy and/or electronic message centers.



Staff Report

File #: 23-0237

PLANNING AND HOUSING COMMISSION STAFF REPORT

DATE: 3/20/23

TO: Honorable Chair and Commissioners

FROM: Planning & Development Department

APPLICATION REQUEST:

SPA2022-0008: Specific Plan Amendment to the Dos Lagos Specific Plan to amend sign regulations under Section 4.3.6 of the Dos Lagos Specific Plan for existing freeway-oriented pylon signs and monument signs for commercial centers 20 acres in size or larger. (Applicant: Bravo Whiskey Properties, LLC & Dos Lagos Squared, LLC)

RECOMMENDED ACTION:

That the Planning and Housing Commission find the project exempted from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and recommend approval of SPA2022-0008 to the City Council, based on the findings contained in the staff report and conditions of approval.

BACKGROUND

Specific Plan Amendment (SPA) 2022-0008 is a proposal to amend the sign regulations for the Commercial (C) and Entertainment Commercial (EC) Districts within the Dos Lagos Specific Plan (SP-99-03). The Dos Lagos retail center is located on the west side of Temescal Canyon Road, and north of Dos Lagos Drive, and has frontage along Interstate 15 (I-15) freeway. The owner of the Dos Lagos center, Bravo Whiskey Properties, is proposing the amendment to accommodate modifications to existing signs along the freeway and Temescal Canyon Road.

The proposed amendments and subsequent sign improvements will replace existing static sign panels with digital displays, which is intended to provide more flexibility and visibility to Dos Lagos tenants. The applicant believes the change is needed to provide more exposure to tenants that cannot be seen from Temescal Canyon Road or the Freeway. The lack of visibility from Temescal Canyon Road is simply due to the size and design of the shopping center; and the lack of visibility from the freeway is caused by the fact that the center is significantly lower than the grade of the freeway. The proposed amendment is intended to allow the applicant to provide tenants more exposure without significantly increasing the number or size of signs as currently allowed. Attached

as Exhibit 4 is a letter from the applicant requesting approval of the amendment.

The proposed Specific Plan Amendment was initially reviewed by staff as DPR2022-0032 on October 27, 2022. The applicant formally submitted the SPA application to the City on December 8, 2022, which was then reviewed by the Project and Environmental Review Committee (PRC) on January 12, 2023. The project was deemed complete by the PRC on February 16, 2023, and subsequently scheduled for the March 20, 2023 Planning and Housing Commission meeting.

Existing Signage

The center extends over two commercial zones within the Dos Lagos Specific Plan. The northern half of the center is zoned Entertainment Commercial (EC), and the southern half is zone Commercial (C). Signage for both zones is regulated by Section 4.3.6 of the Dos Lagos Specific Plan.

Currently, the center has the following types of parcel identification signs:

- Two (2) Pylon signs along I-15 Freeway.
- Seven (7) Monument signs along I-15 Freeway.
- Four (4) Monument signs along Temescal Canyon Road.

The pylon and monument signs constructed along I-15 have static sign panels that advertise the name of the center and some of the tenants. In addition to the static panels, the north pylon sign also includes a 300-square-foot electronic message center (EMC), which is the maximum size allowed.

The north pylon sign has an overall sign area of 712 square feet, including the EMC. The south pylon sign has a sign area of 652 square feet. Both signs are approximately 55 feet tall. These signs comply with the Specific Plan's sign regulations, which allow up to 750 square feet in area, and a maximum height of 60 feet.

The seven freeway monument signs have a sign area of approximately 130 square feet each, and a height of approximately 17 feet. These signs comply with the Specific Plan's regulations, which allow up to 175 square feet of area and a maximum height of 17 feet.

The monument signs that are constructed along Temescal Canyon Road currently advertise only the name of the center, as per the sign regulations. One sign is located at the intersection of Temescal Canyon Road and Lakeshore Drive. It is 62 square feet in area, and approximately 4.5 feet tall. Two identical signs are located on opposite corners at the intersection of Temescal Canyon Road and Cabot Drive. They each have 74.38 square feet in area and are 4 feet tall. A fourth sign is located at the Dos Lago's south entrance, and has approximately 46 square feet in sign area, and is 4 feet tall. The existing signs are summarized in a table in Exhibit 7.

Prior Sign Regulation Amendments

The commercial signage regulations in the specific plan have been amended twice with the first

occurring in 2006, and the second in 2011. Consistent with these two prior revisions, the applicant is proposing the current amendment in an effort to remain competitive and keep up with competing venues in the surrounding area. Additionally, the new signage is an improvement to the aging signage on the property and correlates with the other on-site improvements that have been done to the center by the owner.

CODE REQUIREMENTS

The authority for amending a specific plan is embodied in Section 65453 of the California Government Code, Corona Municipal Code Chapter 17.53, and the Dos Lagos Specific Plan Section 6.5.1.

Section 6.5.1 (Specific Plan Amendment Procedures) of the Dos Lagos Specific Plan reads in part:

"It is anticipated that amendments to the Dos Lagos Specific Plan may be necessary to maintain the validity of this document and in keeping with changes in market conditions and public objectives. This Specific Plan may be amended at any time in the same manner and by the same process by which the plan was originally adopted as described in section 17.53 of the Corona Municipal Code. The City's standard environmental review procedures shall also apply."

Essentially, this means that an amendment to the Dos Lagos Specific Plan may be accomplished by ordinance of the City Council, based upon the criteria outlined in Chapter 17.53 of the Corona Municipal Code. The Planning & Housing Commission is required by California law to review the specific plan amendment, and to make a recommendation to the City Council. To recommend approval, the Commission must have an affirmative vote by no less than three (3) of its members.

California law requires that specific plans include specific components, such a land use plan, infrastructure plan, development standards, implementation programs, etc. The existing Dos Lagos Specific Plan contains all of the mandated components, and staff has confirmed that the proposed amendment retains, or in some cases, enhances these components.

PROPOSED SPECIFIC PLAN AMENDMENT

SPA2022-0008 will amend Section 4.3.6, Signage Standards (C) and (EC), of the Dos Lagos Specific Plan. The amended sections are shown below. Deleted text is shown in red with a ~~strikethrough~~; and added text shown in blue and underlined. The amendment is also shown in Exhibit 5 and summarized in a table in Exhibit 8.

The applicant is proposing the following code amendments:

"Section 4.3.6 Signage Standards (C) and (EC)

- A. Major Commercial Center Identification Signs (For centers 20 acres in size or larger):**
- 1. Freeway Oriented Signs:** *Freeway oriented signs for commercial centers are allowed in the following manner.*

- a. Centers located adjacent to the freeway are allowed to have up to three freeway oriented pylon signs. The pylons signs shall not exceed a height of 60 feet, and a maximum copy face area of 750 square feet. The pylon signs shall be limited to a maximum ~~seven (7)~~ eleven (11) static copy tenant spaces on each sign. An electronic sign display is allowed on any of the freeway oriented pylons signs provided that the electronic display area shall not exceed ~~300~~ 672 square feet in digital copy face area and in no case shall the entire sign exceed 750 square feet in copy face area.
- b. Centers located adjacent to the freeway are allowed to have up to eight (8) freeway oriented monument signs. The monument signs shall be limited to ~~three~~ four (4) tenant spaces. The total copy sign area shall not exceed ~~175~~ 225 square feet and shall not exceed a height of 17 feet.
- c. All freeway signs shall be of high quality having attractive architecture.

2. Monument Signs: Monument signs for commercial centers are allowed in the following manner.

- a. Project identification monument signs are allowed at every driveway opening to the commercial center. These signs ~~shall not~~ may advertise tenants and ~~shall only advertise~~ the name of the center. The ultimate locations of the monument signs shall be approved through the project's sign program.
- b. All monument signs shall be located outside of the visibility triangle for driveways and streets. Monument signs located along Temescal Canyon Road shall have a minimum unobstructed visibility triangle of not less than 20 feet on each side.
- c. Monument signs shall not exceed an overall height of ~~6.6~~ 10 feet.
- d. Monument signs, not including the architecture features and base, shall not exceed an overall copy area of ~~135~~ 175 square feet. The copy area can be static copy and/or electronic message centers."

Proposed Sign Program

The applicant has prepared a sign program depicting the existing and proposed signs along Interstate 15 and Temescal Canyon Road. The sign program is intended to give the Planning and Housing Commission a visual of the replacement signs. However, the Commission should be aware that the "proposed" signs depicted in the program have slightly smaller sign areas than the sign limits proposed by this Specific Plan Amendment.

For example, the sign plans show a 660-square-foot EMC for the freeway pylon signs, which is less than the proposed sign area limit of 672 square feet for EMC signs. Also, the freeway monument signs are proposed with a sign area of 172 square feet, which is less than the proposed sign area

limit of 225 square feet. For the signs along Temescal Canyon Road, new EMC monument signs are proposed at the driveway openings. These signs have sign areas ranging from approximately 74 to 155 square feet, which are all less than the proposed sign area limit of 175 square feet.

The sign program is attached as Exhibit 6. A comparison table showing the existing and proposed sign program signs is attached as Exhibit 7.

DEPARTMENTAL, AGENCY AND PUBLIC COMMENTS

Staff circulated this application to internal Departments and Departmental Divisions, as well as external agencies such as Caltrans, allowing each entity the opportunity to review the application and determine any impacts of the proposed application relative to their services. Staff received recommended conditions from Development Services, which are included within the recommended Conditions of Approval provided as Exhibit 3.

ENVIRONMENTAL ANALYSIS:

The applicant provided a lighting study to assess the lighting impacts of the proposed EMC signs for the pylon and monuments signs located along the I-15 freeway and Temescal Canyon Road. The study was prepared by Watchfire Signs, which manufactures EMC signs. The study determined that the proposed Watchfire Signs are compliant with the national lighting requirements of both the International Sign Association (ISA) and the Outdoor Advertising Association of America (OAAA). The study further determined that the project did not exceed the lighting threshold set by both associations, which is a light level not more than 0.3 foot-candles above the existing ambient light levels as measured from a distance of 250 feet from the signs, using a sign face area ranging from 385 to 680 square feet. The proposed amendment does not exceed 680 square feet; and as identified within the light study the 0.3 foot-candle threshold is minimal at the 250-foot range. The sign will also be appropriately dimmed or brightened based around daily sunrise and sunset. The lighting study is attached as Exhibit 9.

The project qualifies as a Class 1 categorical exemption under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) and Section 3.27 of the City of Corona adopted Local Guidelines for Implementing CEQA. The project is a text amendment to the Dos Lagos Specific Plan to allow for minor alterations in the development standards for signage, which will accommodate technological upgrades (digital copy) to existing on-premise monument and pylon signs for commercial centers 20 acres in size or larger. The proposed changes will involve negligible expansion of use from that already authorized by the Dos Lagos Specific Plan, and therefore, there is no possibility that the proposed changes to the sign standards will have a significant effect on the environment. The Notice of Exemption is attached as Exhibit 10.

FISCAL IMPACT

The applicant has paid the applicable application processing fees for the project.

PUBLIC NOTICE AND COMMENTS

A 10-day public notice was mailed to all property owners within a 500-foot radius of the project site, as well as advertised in the Sentinel Weekly News and posted at the project site. As of the

preparation of this report, the Planning and Development Department has not received any response from the public regarding the proposed amendment.

STAFF ANALYSIS:

The proposed amendment is intended to modify the existing on-site signage to increase exposure to The Shops at Dos Lagos and its tenants. The site has a very unique topography. From Interstate 15, the visibility to tenant spaces is hampered by a 55-foot grade elevation between the freeway and the tenant pads; and visibility of tenants from Temescal Canyon Road is limited by the size and design of the retail center. The amendment is proposed to keep the retail center competitive with other regional shopping centers in proximity to the project site, and to help keep tenant vacancy low. The amendment will allow increasing opportunity for the advertisement of the center’s tenants and community amenities, such as the amphitheater and special events.

Approval of SPA2022-0008 contributes to promoting local businesses and economic development within the City per General Plan Goal ED-4.5, which states:

"Promote reinvestment in declining shopping centers and districts, with an emphasis on new retail uses that serve adjacent neighborhoods and contribute to the overall vitality of the centers."

The Planning and Development Department recommends approval of SPA2022-0008 subject to the findings below and the recommended Conditions of Approval in Exhibit 3.

FINDINGS OF APPROVAL FOR SPA2022-0008

1. A preliminary exemption assessment has been conducted by the City of Corona and it has shown that this project does not require further environmental assessment because the project qualifies as an Class 1 categorical exemption under the California Environmental Quality Act (CEQA) review per Section 15301 (Existing Facilities) of the State Guidelines and Section 3.27 of the City of Corona adopted Local Guidelines for Implementing CEQA. The project is a text amendment to the Dos Lagos Specific Plan to allow for minor alterations in the development standards for signage, which will accommodate technological upgrades (digital copy) to existing on-premise monument and pylon signs for commercial centers 20 acres in size or larger. The proposed changes will involve negligible expansion of use from that already authorized by the Dos Lagos Specific Plan, and therefore, there is no possibility that the proposed changes to the sign standards will have a significant effect on the environment.
2. SPA2022-0008 systematically implements and is consistent with the General Plan for the following reasons:
 - a. *The amendment is consistent with General Plan Policy LU-5.9 which requires adherence and implementation of specific plans, specifically as stipulated in the Commercial and Entertainment Commercial districts as detailed within the Dos Lagos Specific Plan.*
 - b. *The amendment is consistent with General Plan ED-4.5 because it promotes the*

reinvestment in The Shops at Dos Lagos retail center by providing signage that is necessary for the retail center. The visibility is vital in order to attract customers to support and help to sustain the center and new retail uses to serve adjacent neighborhoods and contribute to the overall vitality of the center.”

3. SPA2022-0008 provides for the development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reason:
 - a. *The amendment involves development criteria for commercial center signage to ensure compatibility with development and/or structures that occupy the property.*

4. The Plan provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the City beyond the project's boundaries for the following reason:
 - a. *SPA2022-0008 specifically involves an amendment to existing sign standards within the Dos Lagos Specific Plan for commercial center signage and does not affect the infrastructure that has been planned, constructed or required as part of the Dos Lagos Specific Plan.*

5. The Plan provides for the appropriate orientation and relationship between land use within and adjacent to the project for the following reason:
 - a. *SPA2022-0008 provides commercial center signage for regional centers in a manner that is compatible in scale to other regional commercial centers having visibility and frontage along the City's freeway corridors.*

PREPARED BY: ROCIO LOPEZ, CONSULTING ASSOCIATE PLANNER

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

REVIEWED BY: JAY EASTMAN, PLANNING MANAGER

SUBMITTED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

EXHIBITS

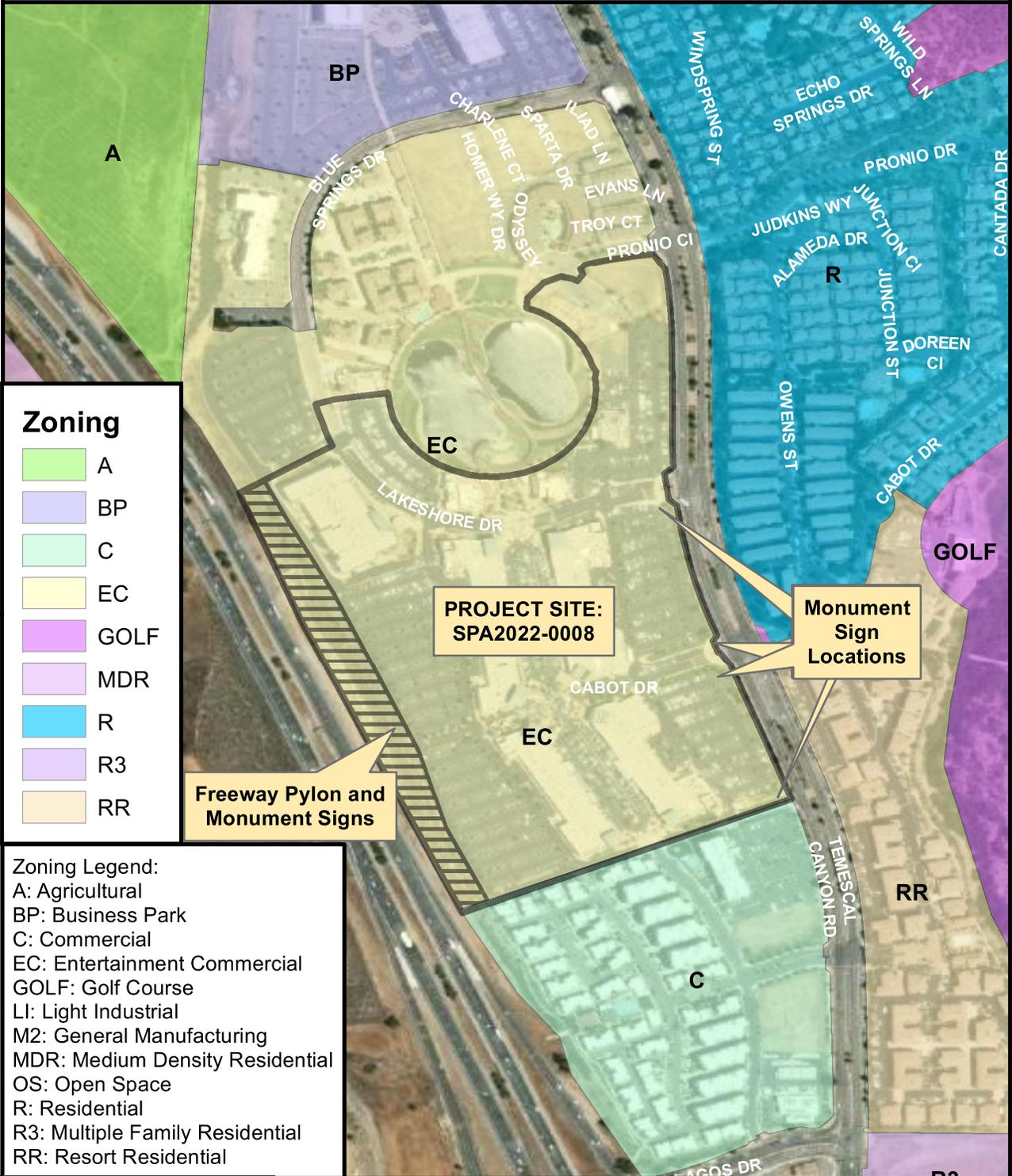
1. Locational and Zoning Map
2. Dos Lagos Specific Plan Land Use Plan
3. Conditions of Approval
4. Applicant’s letter (dated 12/8/22, explaining Specific Plan amendment request)
5. Proposed Amendment
6. Proposed Sign Program
7. Existing Signs and Proposed Signs Per Sign Program

File #: 23-0237

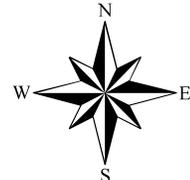
8. Existing Sign Regulations Versus Proposed Sign Regulations
9. Light Study (dated 12/6/22)
10. Environmental Documentation

Case Planner: Rocio Lopez (951) 736-2293

LOCATIONAL & ZONING MAP



SPA2022-0008
Dos Lagos Shops
2780 Cabot Drive



LEGEND

C	COMMERCIAL
EC	ENTERTAINMENT COMMERCIAL
LI	LIGHT INDUSTRIAL
WWTP	WASTEWATER TREATMENT PLANT
BP	BUSINESS PARK/ OFFICE
R	RESIDENTIAL
RR	RESORT RESIDENTIAL
G	GOLF
OS	OPEN SPACE

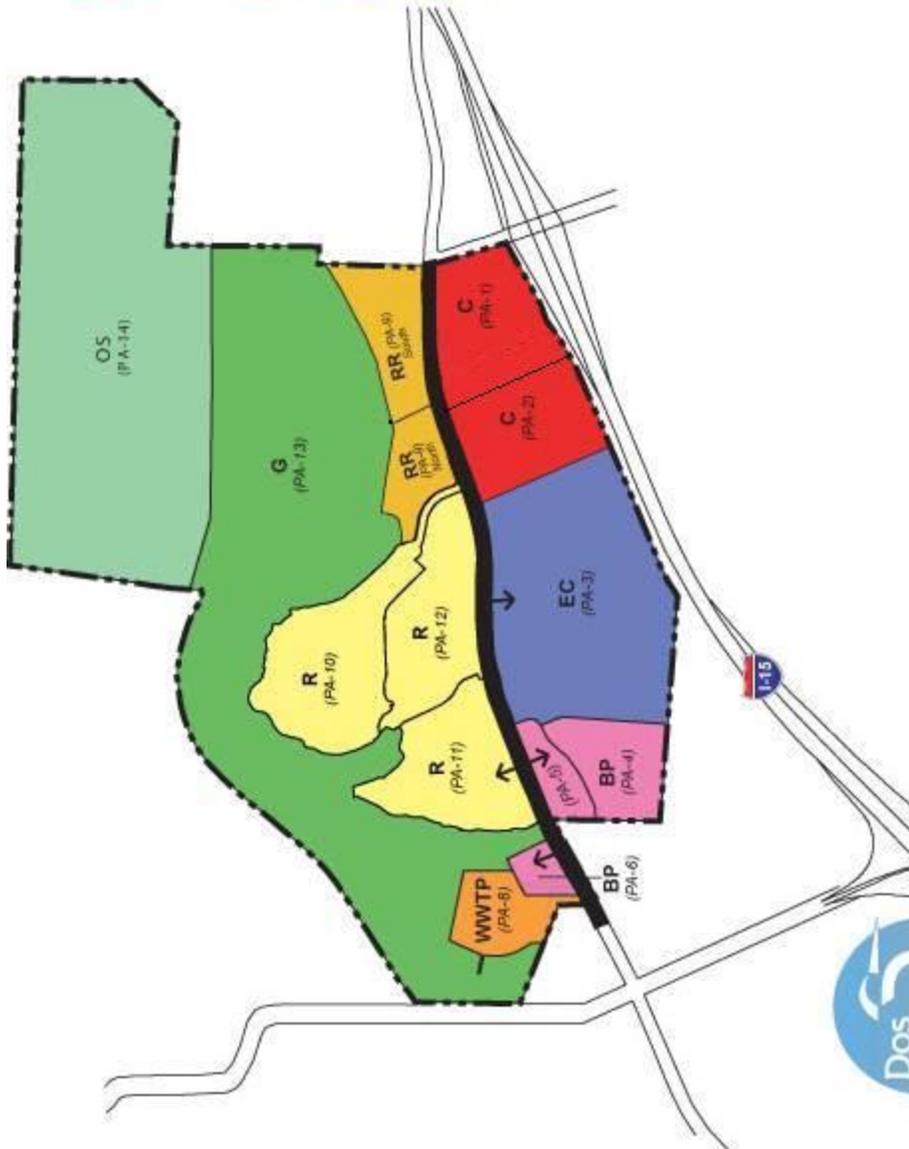


EXHIBIT 2



Project Conditions

City of Corona

Project Number: SPA2022-0008

Description: Amend Dos Lagos SP for larger EMC freeway & monument signs.

Applied: **9/28/2022**

Approved:

Site Address: **2780 CABOT DR 140 CORONA, CA**

Closed:

Expired:

Status: **RECEIVED**

Applicant: **Bravo Whiskey Properties LLC & Dos Lagos Squared LLC
2780 Cabot Drive 140 Corona CA,**

Parent Project: **DPR2022-0032**

Details:

LIST OF CONDITIONS	
DEPARTMENT	CONTACT
BUILDING	
1. Obtain building permits prior to construction or alteration of any sign as applicable.	
PLANNING	Rocio Lopez
1. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC), ordinances and the Dos Lagos Specific Plan (SP-99-03), including the payment of all required fees. 2. To the fullest extent permitted by law, the applicant shall defend, indemnify and hold the City of Corona and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in any manner arising out of, pertaining to, or incident to any attack against or attempt to challenge, set aside, void or annul any approval, decision or other action of the City of Corona, whether such approval, decision or other action was by its City Council, Planning and Housing Commission or other board, director, official, officer, employee, volunteer or agent. To the extent that Government Code Section 66474.9 applies, the City will promptly notify the applicant of any claim, action or proceeding made known to the City to which Government Code Section 66474.9 applies and the City will fully cooperate in the defense. The Applicant's obligations hereunder shall include, without limitation, the payment of any and all damages, consultant and expert fees, and attorney's fees and other related costs and expenses. The City shall have the right to retain such legal counsel as the City deems necessary and appropriate. 3. Nothing herein shall be construed to require City to defend any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action. If at any time Applicant chooses not to defend (or continue to defend) any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action, the City may choose, in its sole discretion, to defend or not defend any such action. In the event that the City decides not to defend or continue the defense, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. If at any time both the Applicant and the City choose not to defend (or continue to defend) any action noted herein, all subject City approvals, decisions or other actions shall be null and void. The Applicant shall be required to enter into any reimbursement agreement deemed necessary by the City to effectuate the terms of this condition. 4. Applicant shall obtain Planning approval and building permit prior to the construction of any signs. 5. The EMC signs along Interstate 15 and Temescal Canyon Road shall be automatically dimmed during the nighttime hours. In addition, the EMC monument signs along Temescal Canyon Road shall have a label or plaque with property management contact information for the public to contact regarding EMC glare complaints. [Added by the Planning and Housing Commission on March 20, 2023.]	



Project Conditions

City of Corona

PUBLIC WORKS	Jennifer Tran
<ol style="list-style-type: none">1. The Shops at Dos Lagos is serviced by the City of Corona's electrical grid. Additional load on the grid will require coordination with the City's Utilities Department. Contact the Development Services Division for communication with the Utilities Department. Electrical plans will be required at plan check and will be routed to electrical consultant.2. The existing sign "MS1" appears to be partially constructed within the city's public right-of-way and will require some additional research to confirm its location. Ultimately, the replacement sign at this location will need to be constructed all on-site. Any encroachment within the public right-of-way will require the Planning & Development and Public Works Departments' review and approval.	

Electra-Vision Advertising Corp.

12/08/22

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882

RE: Specific Plan SP99-03 minor plan amendment

On behalf of Bravo Whiskey Properties LLC and Dos Lago Squared LLC, Electra-Vision Advertising Corp proposes a minor amendment to the existing Dos Lagos Specific Plan SP99-03. The amendment consists of amending the freeway and frontage sign(s) for the Commercial (C) and Entertainment Commercial (EC) signage criteria.

The Dos Lagos Specific Plan area consists of 1127.25 acres situated near the southern boundary of the City of Corona. Since the approval of Dos Lagos Specific Plan back in June 2000 there have been 18 amendments. Specifically, two that revised the signage criteria for Commercial (C) and Entertainment Commercial (EC) districts. The first back in 2006 and the second back in 2011. Both of these past amendments addressed ever changing signage needs of a prosperous commercial and entertainment development. More than 11 years later, we are now looking to keep up with competing venues in the surrounding area.

The Dos Lagos site has a very unique topography. Along Interstate 15, visibility to their front door market is extremely hampered by the fact that their grade elevation between the freeway and their site is over 55 feet. It is highly likely that anyone traveling along Interstate 15 would never know that Dos Lagos businesses are there. Signage is a major factor in the ongoing success of the site.

In regard to Dos Lagos's secondary front door market Temescal Canyon Road, there are similar challenges to overcome. Most of the businesses are not visible to Temescal Canyon Road and the ones that are have a setback that is so far that landscaping and distance make it difficult to notice. We have many businesses that can't be represented without signage along both Interstate 15 and Temescal Canyon Road.

In order for these businesses to thrive, we are proposing to make some minor changes to our signage criteria. Along Interstate 15 we are proposing to modify the pylon sign(s) to allow an increase in electronic sign area from 300 square feet to 672 square feet. This would be done without increasing the overall approved 750 square feet by reducing the allowable tenant brand panel areas. The Interstate 15 monument signs would increase their overall sign area from 175 square feet to 225 square feet and the tenant brand spaces from three (3) to four (4). Along Temescal Canyon Road we are proposing to change the monument signs to include the names of the businesses as well as the center. This change would require a height increase from 6.6 feet to 10 feet, a sign square footage from 135 square feet to 175 square feet and the allowance of the use of electronic message signs.

The proposed changes to our sign criteria will only benefit the community. The ongoing success of the Dos Lagos project hinges on their ability to improve advertising awareness in a way that is creative and expected in a very competitive market. These minor changes will allow the ongoing success of the individual businesses as well as the Dos Lagos center in general.

Thank you for your consideration of our proposed minor specific plan amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "George Saelzler", written in a cursive style.

George Saelzler
President

731 West 11th Street, Claremont, CA 91711
Tel 909-626-0705 EVASIGNS.COM
State Lic. #747955

DOS LAGOS SPECIFIC PLAN (SP-99-03)

Submitted To:

CITY OF CORONA

Prepared and Submitted By:

SE Corporation
9050 Pulsar Court, Suite A
Corona, CA 92883
(951) 667-6200

Prepared For:
Temescal Canyon Properties-8, LLC

Prepared by: Bonnie Montoya-May
Contact: SE Corporation

Approved by the Corona City Council: June 21, 2000

Last Amended April 19, 2023

EXHIBIT 5

Listing of Amendments to Dos Lagos SP 99-03

Action/ Amendment No.	Action	Hearings and Approvals	Adopting Ordinance / Resolution
SPA07-004	Dos Lagos Specific Plan amendment to allow non-age restricted and unrestricted housing in Planning Area 3, to allow residential rental units in Planning Area 9, and to revise the signage criteria for Business Park Designation.	Plng. Com May 21, 2007 City Council June 20, 2007	Ord. 2896
SPA11-002	Dos Lagos Specific Plan amendment to amend the signage criteria to allow electronic message signs, pylon and monument style signs with tenant identification within the EC and C (Entertainment Commercial and Commercial) Designations.	Plng. Com June 20, 2011 City Council July 20, 2011	Ord. 3096
SPA12-004	Dos Lagos Specific Plan Amendment to amend 22.4 acres (14 acres, Planning Area 1 and 8.4 acres Planning Area 2) Commercial (C), and increase the number of allowed residential dwelling units by 45 to accommodate apartment homes in the Entertainment Commercial (EC) designation (Planning Area 3) and 450 multi-family units in the Commercial (C) designation (Planning Area 1) and amend Section 4.3.7 (Permitted Uses) to expand the permitted and conditionally permitted uses within the Commercial (C) and Entertainment Commercial (EC) designations of the Dos Lagos Specific Plan (SP99-03), located generally east and west of Temescal Canyon Road, north of Dos Lagos Drive and south of Blue Springs Drive.	Plng. Com November 26, 2012 City Council December 19, 2012	Ord. 3129
<u>SPA 2022-008</u>	<u>Dos Lagos Specific Plan Admendment to amend the signage criteria to increase electronic message center sign area and modify existing monument and pylon signs within EC abd C (Entertainment Commercial and Commercial) designations.</u>	<u>Plng. Com March 20, 2023 City Council April 19, 2023</u>	<u>Ord. TBD</u>

Table of Contents

APPENDICES

- 1. **GPA-98-03** – Resolution No. 1868
- 2. **SP99-003** – Ordinance No. 2461
- 3. **Mitigation Monitoring Plan, Corona Annexation No. 94 & Dos Lagos Specific Plan Program EIR**
- 4. **GPA00-02** – Resolution No. 2000-64
- 5. **SPA02-002** – Ordinance No. 2587
- 6. **GPA02-005** – Resolution No. 2002-68 and Resolution No. 1991
- 7. **SPA03-004** – Ordinance No.2659
- 8. **SPA03-006** –Ordinance No. 2669
- 9. **SPA03-009** – Ordinance No. 2684
- 10. **SPA04-009** – Ordinance No. 2814
- 11. **SPA04-012** – Ordinance No.2744
- 12. **SPA04-014** – Ordinance No. 2760
- 13. **GPA05-005** – Resolution No. 2005-104
- 14. **SPA05-009** – Ordinance No. 2788
- 15. **GPA06-002** – Resolution No. 2212 and 2006-080
- 16. **SPA06-002** – Ordinance No. 2835
- 17. **SPA07-004** – Ordinance No. 2896
- 18. **SPA11-002** – Ordinance No. 3096
- 19. **SPA12-004** – Ordinance No. 3129
- 20. **SPA2022-0008 - Ordinance No. TBD**

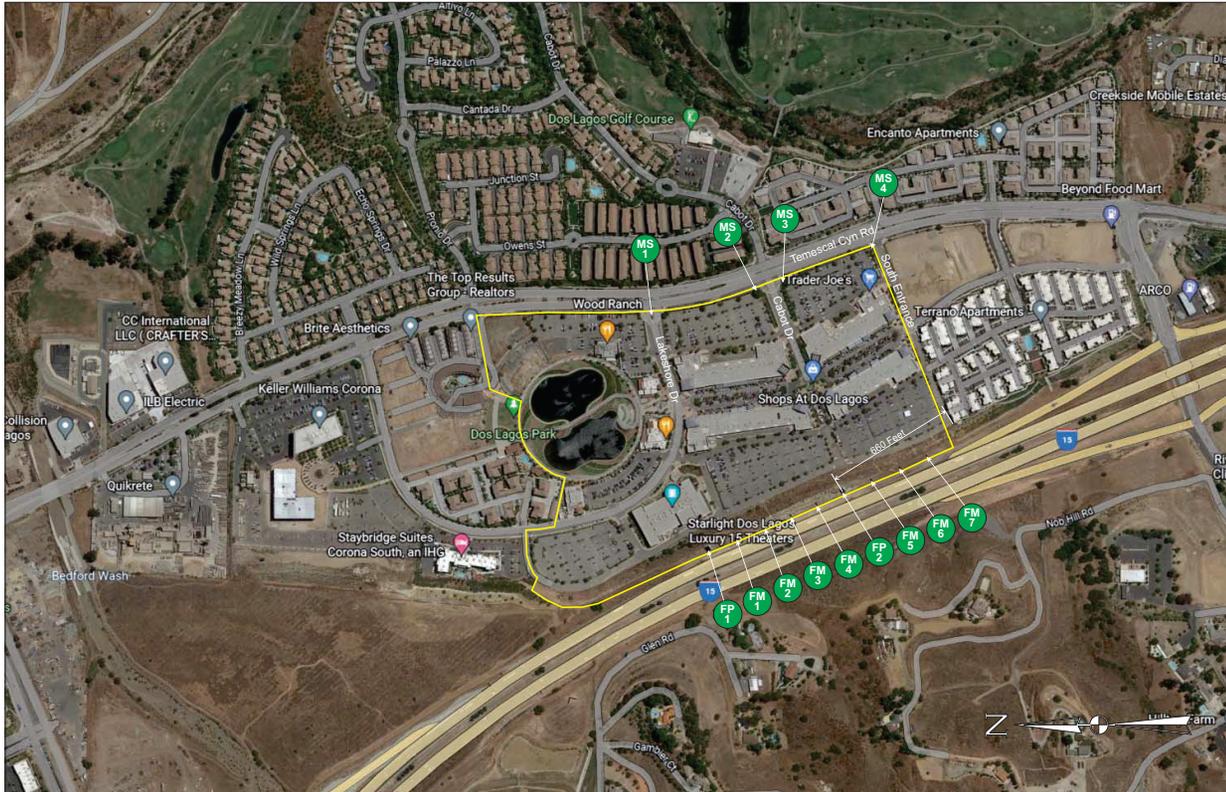
4.3.6 Signage Standards (C) and (EC)

Commercial (C) and Entertainment Commercial (EC) signs are intended to establish a lively, contemporary pedestrian oriented atmosphere. The mounting height of these signs may be lower than in typical retail centers to contribute to the activity at the pedestrian level. The signs may be engaging and multi-layered, but tasteful in character. Signs should incorporate vibrant colors that create a dynamic sense of excitement. The use of exposed neon in reverse channel and open channel letters, as well as dimensional shapes and logos may be used within the EC district.

The following signage standards shall apply to the Commercial (C) and Entertainment Commercial (EC) zones within the Dos Lagos Specific Plan area. Signage standards set forth in *Section 4.2, General Provisions: D. Signage – Project Wide*, shall also apply.

A. Major Commercial Center Identification Signs (For centers 20 acres in size or larger):

1. **Freeway Oriented Signs:** Freeway oriented signs for commercial centers are allowed in the following manner.
 - a. Centers located adjacent to the freeway are allowed to have up to three freeway oriented pylon signs. The pylons signs shall not exceed a height of 60 feet, and a maximum copy face area of 750 square feet. The pylon signs shall be limited to a maximum ~~seven (7)~~ **eleven (11) static copy** tenant spaces on each sign. An electronic sign display is allowed on any of the freeway oriented pylons signs provided that the electronic display area shall not exceed ~~300~~ **672** square feet in **digital copy face** area and in no case shall the entire sign exceed 750 square feet in **copy face** area.
 - b. Centers located adjacent to the freeway are allowed to have up to eight (8) freeway oriented monument signs. The monument signs shall be limited to ~~three~~ **four (4)** tenant spaces. The total **copy** sign area shall not exceed ~~175~~ **225** square feet and shall not exceed a height of 17 feet.
 - c. All freeway signs shall be of high quality having attractive architecture.
2. **Monument Signs:** Monument signs for commercial centers are allowed in the following manner.
 - a. Project identification monument signs are allowed at every driveway opening to the commercial center. These signs ~~shall not~~ **may** advertise tenants and ~~shall only advertise~~ the name of the center. The ultimate locations of the monument signs shall be approved through the project's sign program.
 - b. All monument signs shall be located outside of the visibility triangle for driveways and streets. Monument signs located along Temescal Canyon Road shall have a minimum unobstructed visibility triangle of not less than 20 feet on each side.
 - c. Monument signs shall not exceed an overall height of ~~6.6~~ **10** feet.
 - d. Monument signs, **not** including the architecture features and base, shall not exceed an overall **copy** area of ~~135~~ **175** square feet. **The copy area can be static copy and/or electronic message centers.**



SHOPPES AT DOS LAGOS - PLOT PLAN

LEGEND

- FP 1 Interstate 15 Freeway Pylon Sign (See Sheet 2, 6, 7)
- FP 2 Interstate 15 Freeway Pylon Sign (See Sheet 2, 7, 8)
- FM 1 Interstate 15 Freeway Monument Sign (See Sheet 2, 5)
- FM 2 Interstate 15 Freeway Monument Sign (See Sheet 2)
- FM 3 Interstate 15 Freeway Monument Sign (See Sheet 2)
- FM 4 Interstate 15 Freeway Monument Sign (See Sheet 2)
- FM 5 Interstate 15 Freeway Monument Sign (See Sheet 2)
- FM 6 Interstate 15 Freeway Monument Sign (See Sheet 2)
- FM 7 Interstate 15 Freeway Monument Sign (See Sheet 2)
- MS 1 Temescal Cyn Rd Monument Sign (See Sheet 2, 3, 8, 9)
- MS 2 Temescal Cyn Rd Monument Sign (See Sheet 2, 3, 8, 9)
- MS 3 Temescal Cyn Rd Monument Sign (See Sheet 2, 4, 8, 9)
- MS 4 Temescal Cyn Rd Monument Sign (See Sheet 2, 4, 8, 9)



VICINITY MAP

CITY OF CORONA

SHOPPES AT DOS LAGOS
2780 CABOT DRIVE, SUITE 140
CORONA, CA 92883

Applicant: Bravo Whiskey Properties & Dos Lagos Squared LLC 2780 Cabot Drive, Suite 140 Corona, CA 92883 714-515-2057	Owner: Bravo Whiskey Properties & Dos Lagos Squared LLC 2780 Cabot Drive, Suite 140 Corona, CA 92883 714-515-2057	Exhibit Preparer: Electra-Vision Advertising Corp. 731 W. 11th Street Claremont, CA 91711 909-626-0705	Legal Description: APN 279-450-020 APN 279-450-025 APN 279-450-028 APN 279-460-033 APN 279-460-039 APN 279-460-048	General Plan: C	Freeway Frontage: 3,163 Feet
			Total Acreage: 39.10	Specific Plan: SP-99-03	Street Frontage: 3,275 Feet
				Zoning: C & EC	

SCALE: AS DIMENSIONED
 DATE: 08/11/22
 REV DATE: 3/08/23

SHEET 1 OF 9

EXHIBIT 6



LEGEND

-  Intersate 15 Freeway Pylon Sign
-  Intersate 15 Freeway Pylon Sign
-  Interstate 15 Freeway Monument Sign
-  Interstate 15 Freeway Monument Sign
-  Interstate 15 Freeway Monument Sign
-  Interstate 15 Freeway Monument Sign
-  Interstate 15 Freeway Monument Sign
-  Interstate 15 Freeway Monument Sign
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-  Temescal Cyn Rd Monument Sign
-  Temescal Cyn Rd Monument Sign
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CITY OF CORONA

SHOPS AT DOS LAGOS
2780 CABOT DRIVE, SUITE 140
CORONA, CA 92883

SCALE: AS DIMENSIONED
 DATE: 08/11/22
 REV DATE: 3/08/23

SHEET 2 OF 9

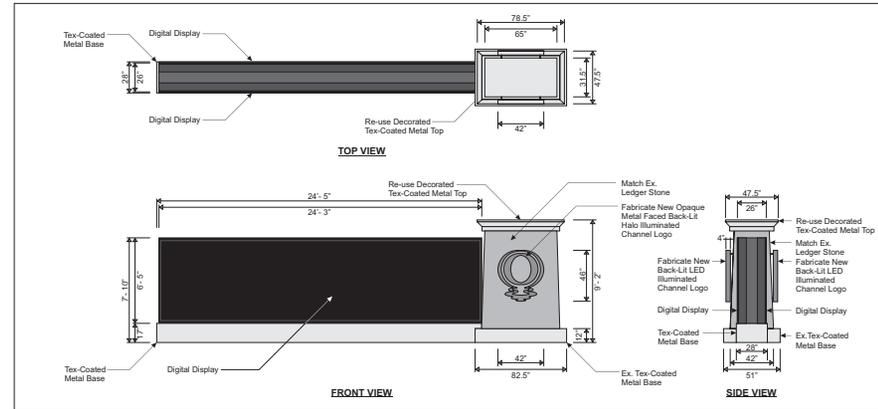
SITE PHOTOS



EXISTING DOUBLE FACE MONUMENT SIGN
TEMESCAL CYN RD/ LAKESHORE DR



PROPOSED DOUBLE FACE MONUMENT SIGN
TEMESCAL CYN RD/ LAKESHORE DR



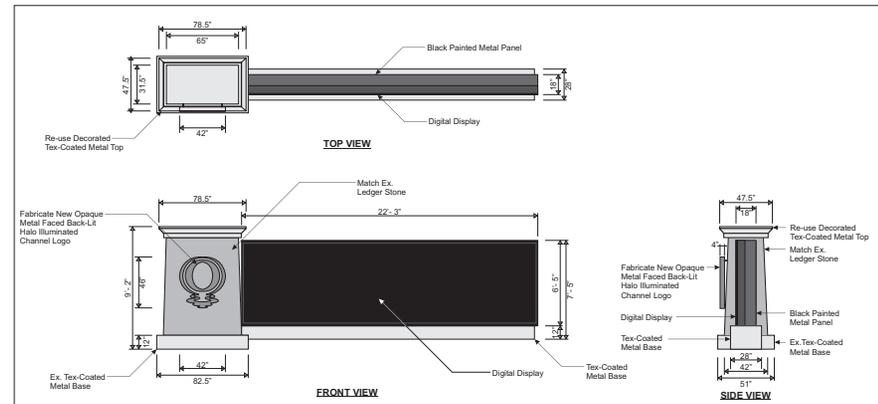
PROPOSED DOUBLE FACE MONUMENT SIGN
TEMESCAL CYN RD/ LAKESHORE DR
DETAILS



EXISTING SINGLE FACE MONUMENT SIGN
TEMESCAL CYN RD/ CABOT DR NORTH



PROPOSED SINGLE FACE MONUMENT SIGN
TEMESCAL CYN RD/ CABOT DR NORTH



PROPOSED SINGLE FACE MONUMENT SIGN
TEMESCAL CYN RD/ CABOT DR NORTH
DETAILS

Existing Development Standards:

A. Major Commercial Center Identification Signs (For centers 20 Acres in size or larger):

2. **Monument Signs:** Monument signs for commercial centers are allowed in the following manner.
 - a. Project identification monument signs are allowed at every driveway opening to the commercial center. These signs shall not advertise tenants and shall only advertise the name of the center. The ultimate locations of the monument signs shall be approved through the project's sign program.
 - b. All monument signs shall be located outside of the visibility triangle for driveways and streets. Monument signs located along Temescal Canyon Road shall have a minimum unobstructed visibility triangle of not less than 20 feet on each side.
 - c. Monument signs shall not exceed an overall height of 6.6 feet.
 - d. Monument signs, including the architecture features and base, shall not exceed an overall area of 135 square feet.

Proposed Development Standards:

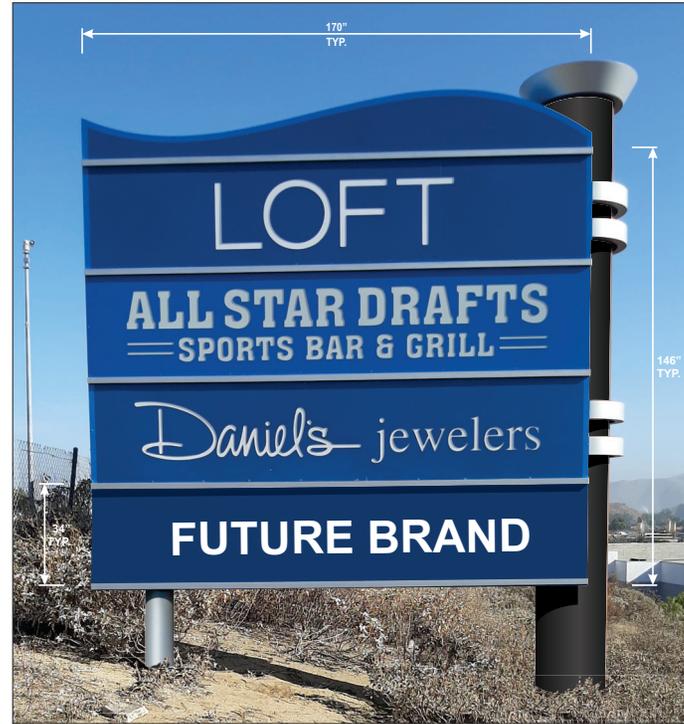
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CITY OF CORONA	
SHOPS AT DOS LAGOS 2780 CABOT DRIVE, SUITE 140 CORONA, CA 92883	
SCALE: AS DIMENSIONED DATE: 08/11/22 REV DATE: 3/08/23	SHEET 3 OF 9



EXISTING FREEWAY MONUMENT SIGN
TYPICAL



PROPOSED FREEWAY MONUMENT SIGN
TYPICAL

Existing Development Standards:

A. Major Commercial Center Identification Signs (For centers 20 Acres in size or larger):

1. **Freeway Oriented Signs:** Freeway oriented signs for commercial centers are allowed in the following manner.
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CITY OF CORONA

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2780 CABOT DRIVE, SUITE 140
CORONA, CA 92883

SCALE: AS DIMENSIONED
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SHEET 5 OF 9



EXISTING FREEWAY MONUMENT SIGN

Existing Development Standards:

A. Major Commercial Center Identification Signs (For centers 20 Acres in size or larger):

1. **Freeway Oriented Signs:** Freeway oriented signs for commercial centers are allowed in the following manner.
 - a. Centers located adjacent to the freeway are allowed to have up to three freeway oriented pylon signs. The pylon signs shall not exceed a height of 60 feet, and a maximum copy face area of 750 square feet. The pylon signs shall be limited to a maximum seven (7) tenant spaces on each sign. An electronic sign display area shall not exceed 300 square feet in area and in no case shall the entire sign exceed 750 square feet in area.



PROPOSED FREEWAY MONUMENT SIGN

Proposed Development Standards:

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CITY OF CORONA

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CORONA, CA 92883**

SCALE: AS DIMENSIONED
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SHEET 6 OF 9

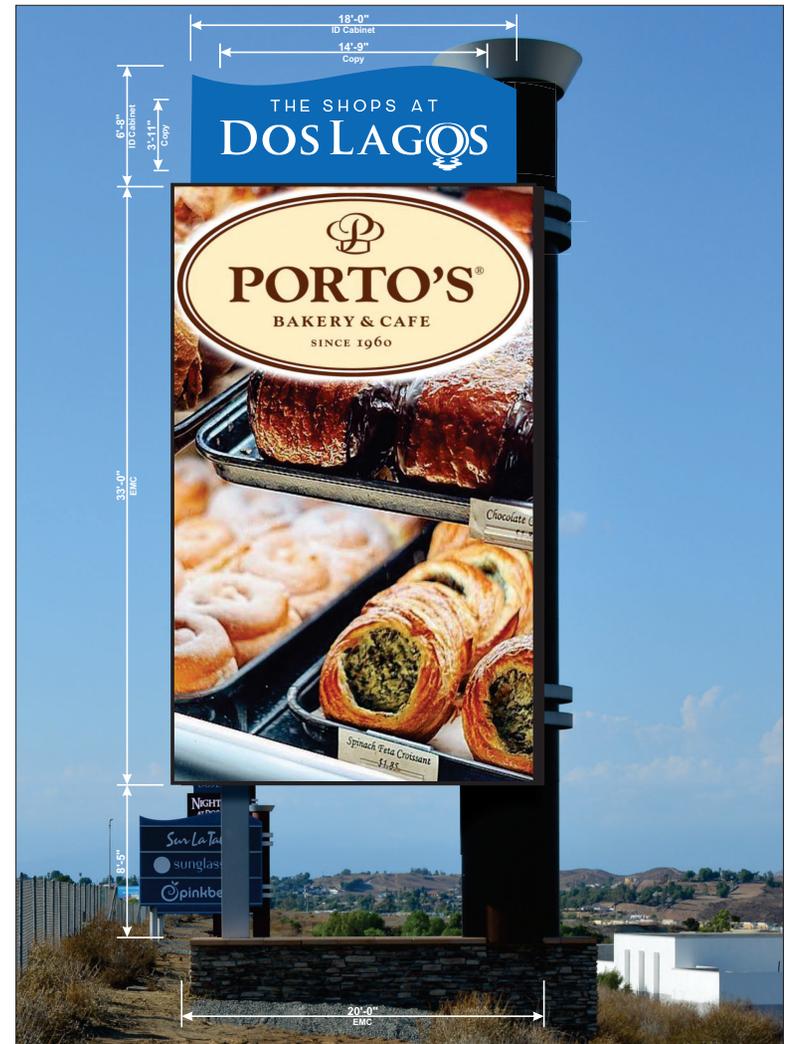


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CITY OF CORONA

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12/8/2022

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adapted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed.

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 80,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, 0.548 foot-candles from 50 feet away, and 0.137 foot-candles from 100 feet away.

Automatic Brightness Adjustment: All Watchfire signs automatically adjust brightness levels using either a 100-stop hardware photocell, or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. For both options, a sign operator can manually decrease the brightness from standard settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Equipment used by Watchfire Signs to Measure Luminance

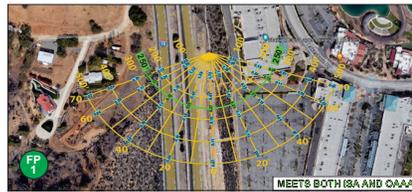
Foot-candles/Lux – Minolta Illuminance Meter F-10
Nits/candela/sq. m – Minolta Luminance Meter LS-100
Sign Calibration – Minolta CS-1000 Spectra radiometer

The preceding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.

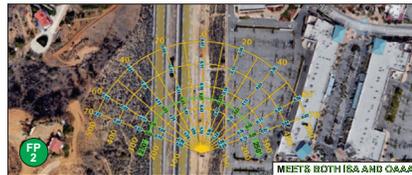
1 | watchfiresigns.com 800-637-2645



FREEWAY PYLON SIGN LIGHT STUDY - NORTH
MEETS BOTH ISA AND OAAA



FREEWAY PYLON SIGN LIGHT STUDY - SOUTH
MEETS BOTH ISA AND OAAA



FREEWAY PYLON SIGN LIGHT STUDY - NORTH
MEETS BOTH ISA AND OAAA



FREEWAY PYLON SIGN LIGHT STUDY - SOUTH
MEETS BOTH ISA AND OAAA

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.) for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.) for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement
681-1200 square feet	350 feet
385-680 square feet	250 feet
300-385 square feet	200 feet
200-300 square feet	150 feet

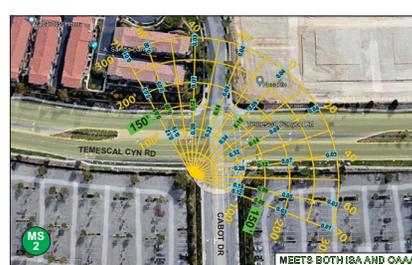
LIGHT STUDY



MONUMENT SIGN - TEMESCAL CYN RD/ LAKESHORE DR LIGHT STUDY - NORTH
MEETS BOTH ISA AND OAAA



MONUMENT SIGN - TEMESCAL CYN RD/ LAKESHORE DR LIGHT STUDY - SOUTH
MEETS BOTH ISA AND OAAA



MONUMENT SIGN - TEMESCAL CYN RD/ CABOT DR LIGHT STUDY - SOUTH
MEETS BOTH ISA AND OAAA

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

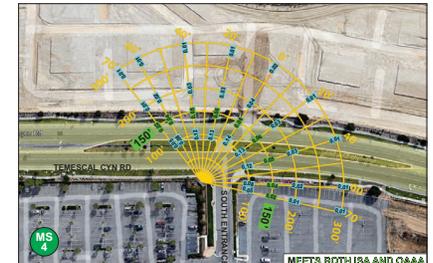
In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3



MONUMENT SIGN - TEMESCAL CYN RD/ CABOT DR LIGHT STUDY - NORTH
MEETS BOTH ISA AND OAAA



MONUMENT SIGN - TEMESCAL CYN RD/ SOUTH ENTRANCE LIGHT STUDY - SOUTH
MEETS BOTH ISA AND OAAA

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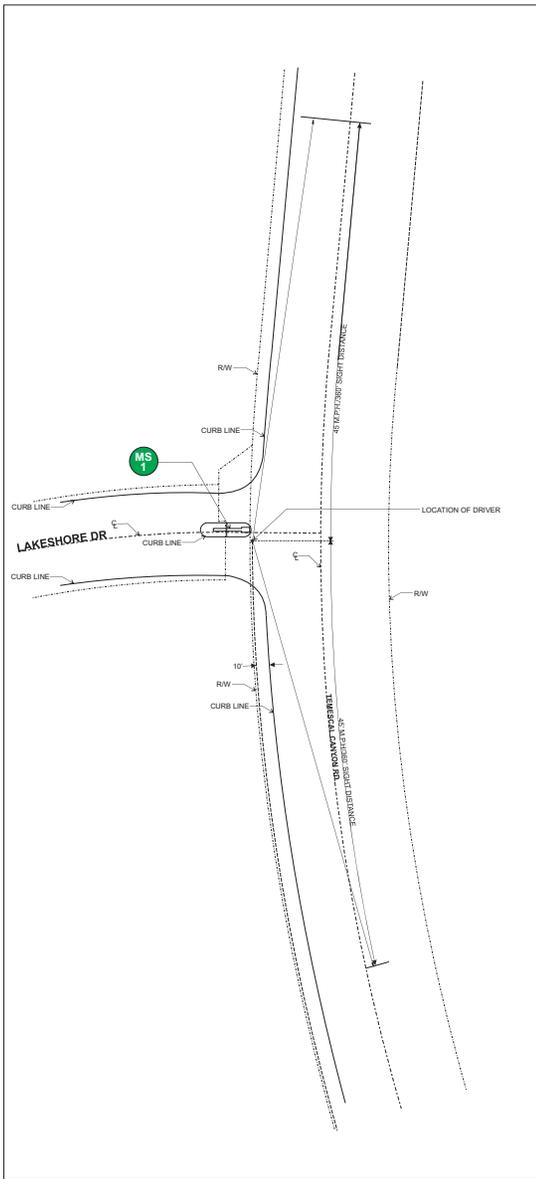
CITY OF CORONA

SHOPS AT DOS LAGOS
2780 CABOT DRIVE, SUITE 140
CORONA, CA 92883

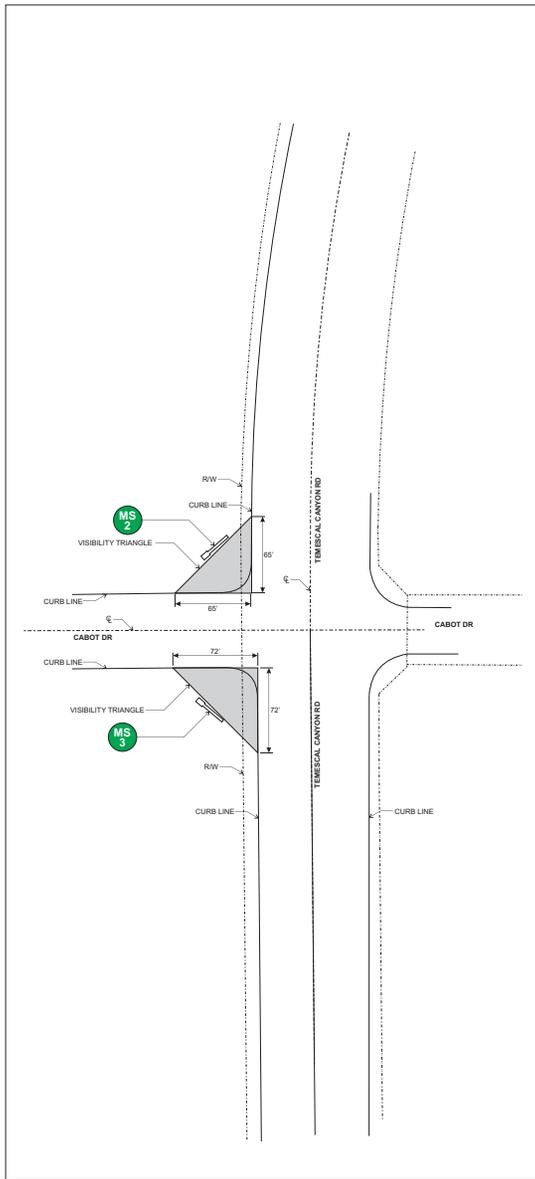


SCALE: AS DIMENSIONED
DATE: 08/11/22
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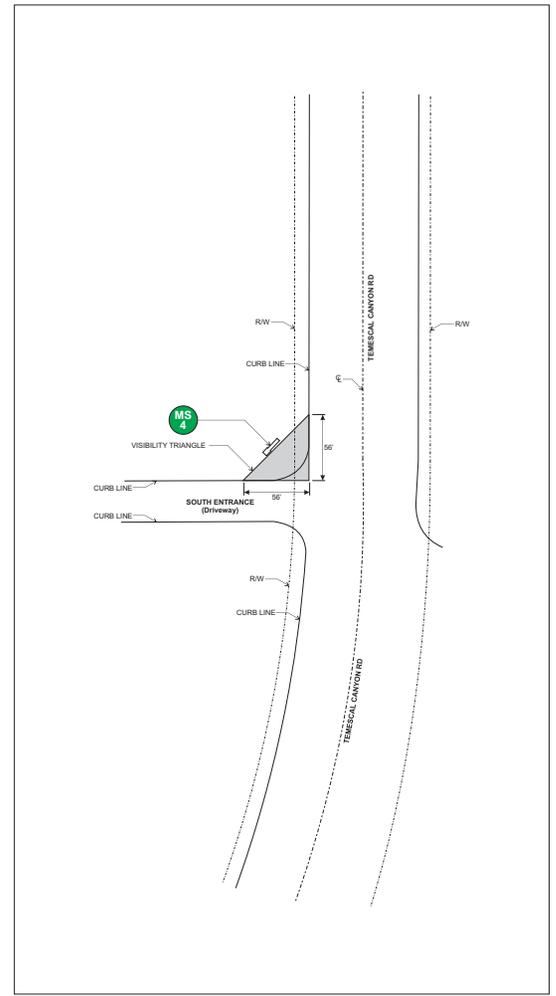
SHEET 8 OF 9



LAKESHORE DR AND TEMESCAL CANYON RD
Scale 1" = 50'



CABOT DR AND TEMESCAL CANYON RD
Scale 1" = 50'



SOUTH ENTRANCE AND TEMESCAL CANYON RD
Scale 1" = 50'

VISIBILITY STUDY

CITY OF CORONA

SHOPS AT DOS LAGOS
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SHEET 9 OF 9

Existing Signs & Proposed Signs Per Sign Program

SIGN	QUANTITY (EXISTING)	LOCATION	EXISTING SIGN		PROPOSED SIGNS PER APPLICANT'S SIGN PROGRAM ²	
			SIZE	SIGN HEIGHT ¹	SIZE	SIGN HEIGHT ¹
Pylon (Double sided)	1	Interstate 15	Static Sign Area: 412 s.f. EMC: 300 s.f. Total Sign Area: 712 s.f.	54 ft. and 5 in.	EMC: 660 s.f. Total Sign Area: 718 s.f.	54 ft. and 5 in.
Pylon (Double sided)	1	Interstate 15	Static Sign Area: 652 s.f. Total Sign Area: 652 s.f.	54 ft. and 5 in.	EMC: 660 s.f.	54 ft. and 5 in.
Monument (Double sided)	7	Interstate 15	Static Sign Area: 129.7 s.f.	16 ft. and 8 in.	Static Sign Area: 172 s.f.	16 ft. and 8 in.
Monument (double sided)	1	Temescal Canyon Rd. & Lakeshore Dr.	Static Sign Area: 62 s.f. (center name sign)	4.5 ft.	EMC: 155.4 s.f.	9 ft.
Monument (Single sided)	2	Temescal Canyon Rd. & Cabot Dr.	Static Sign Area: 56.8 s.f. (center name sign)	4 ft.	EMC: 74.38 s.f.	9 ft.
Monument (Single sided)	1	Temescal Canyon Rd. at South Entrance		4 ft.	EMC: 74.38 s.f.	7 ft. and 7 in.

Notes:

1. The height is measured to the top of the post/pillar.
2. Proposed Sign Program is attached as Exhibit 6 of the SPA2022-0003 staff report.

EXHIBIT 7

Existing Sign Regulations Versus Proposed Sign Regulations

SIGN TYPE	EXISTING CODE ALLOWANCE				PROPOSED CODE AMENDMENT PER SPA2022-0008			
	QUANTITY	SIGN AREA	TENANT SPACES	SIGN HEIGHT	QUANTITY	SIGN AREA	TENANT SPACES	SIGN HEIGHT
Pylon (Freeway Oriented)	7	Total Sign Area: 750 s.f. maximum overall. May include an EMC not to exceed 300 s.f.	7	60 ft.	7	Total Sign Area: 750 s.f. maximum overall. May include an EMC not to exceed 672 s.f.	11	60 ft.
Monument (Freeway Oriented)	8	175 s.f.	3	17 ft.	8	225 s.f.	4	17 ft.
Monument (At Driveways of Shopping Center)	At project driveways only	135 s.f., including architectural features and base of sign. Shall advertise name of the center only.	N/A	6.6 ft.	At project driveways	175 s.f. <i>not</i> including architectural features and base of sign. Sign may be static and/or be an EMC. Shall advertise name of the center and tenants.	No limit.	10 ft.

Notes:

1. Highlighted sections indicate a change in the sign standard.

EXHIBIT 8

12/6/2022

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed.

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Automatic Brightness Adjustment: All Watchfire signs automatically adjust brightness levels using either a 100-step hardware photocell, or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. For both options, a sign operator can manually decrease the brightness from standard settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

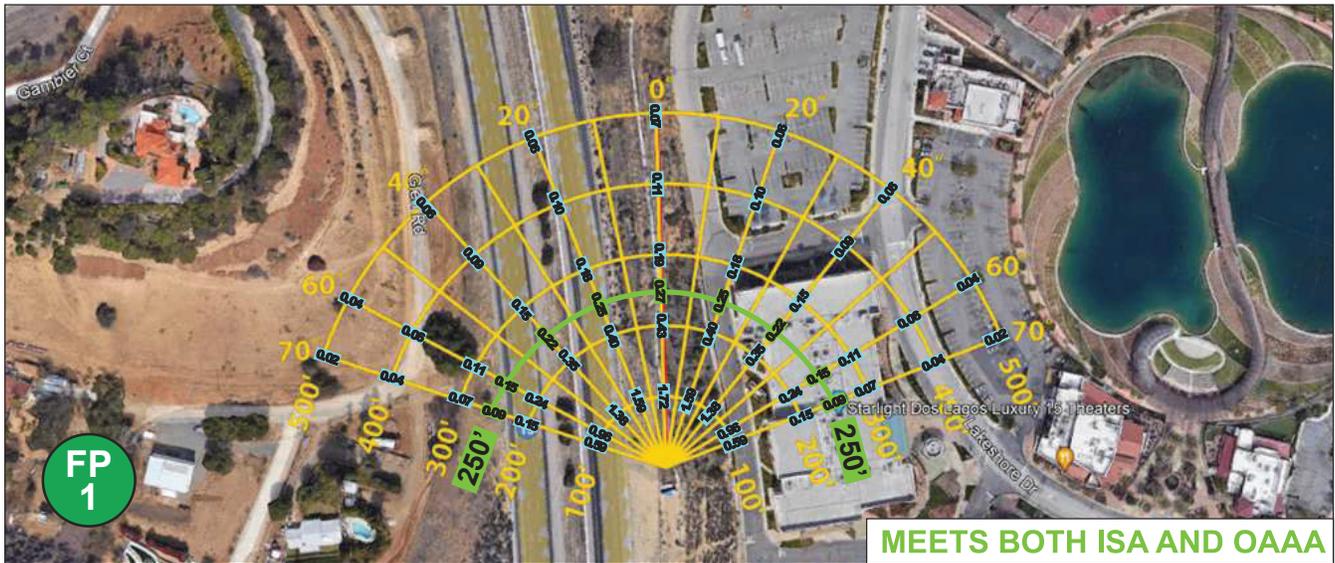
Equipment used by Watchfire Signs to Measure Luminance

Foot-candles/Lux - Minolta Illuminance Meter T-10

Nits/candela/sq. m – Minolta Luminance Meter LS-100

Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.



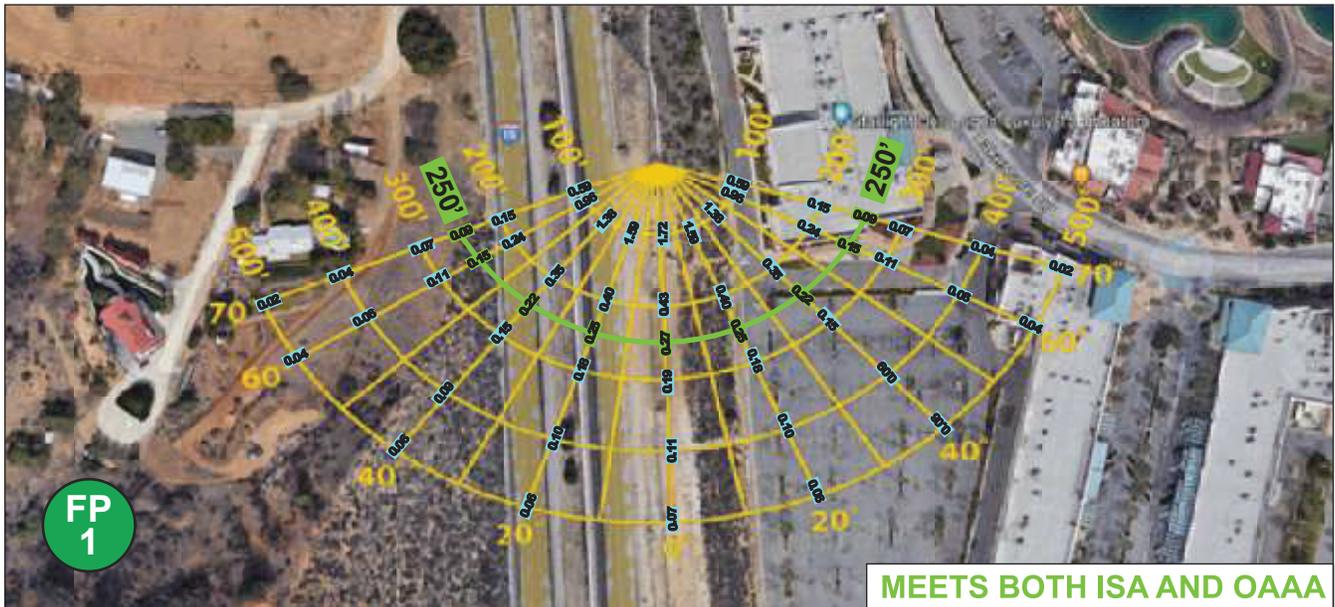
**FREWAY PYLON SIGN
LIGHT STUDY - NORTH**

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.), for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.), for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement
681-1200 square feet	350 feet
385-680 square feet	250 feet
300-385 square feet	200 feet
200-300 square feet	150 feet



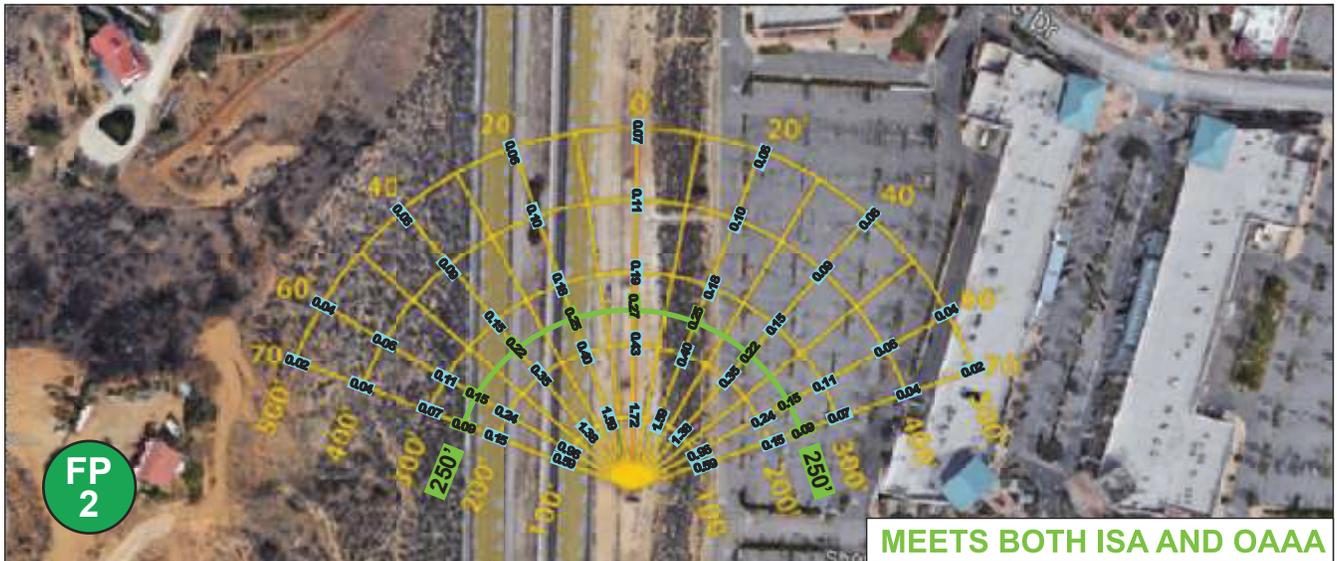
**FREEWAY PYLON SIGN
LIGHT STUDY - SOUTH**

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.), for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.), for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement
681-1200 square feet	350 feet
385-680 square feet	250 feet
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200-300 square feet	150 feet



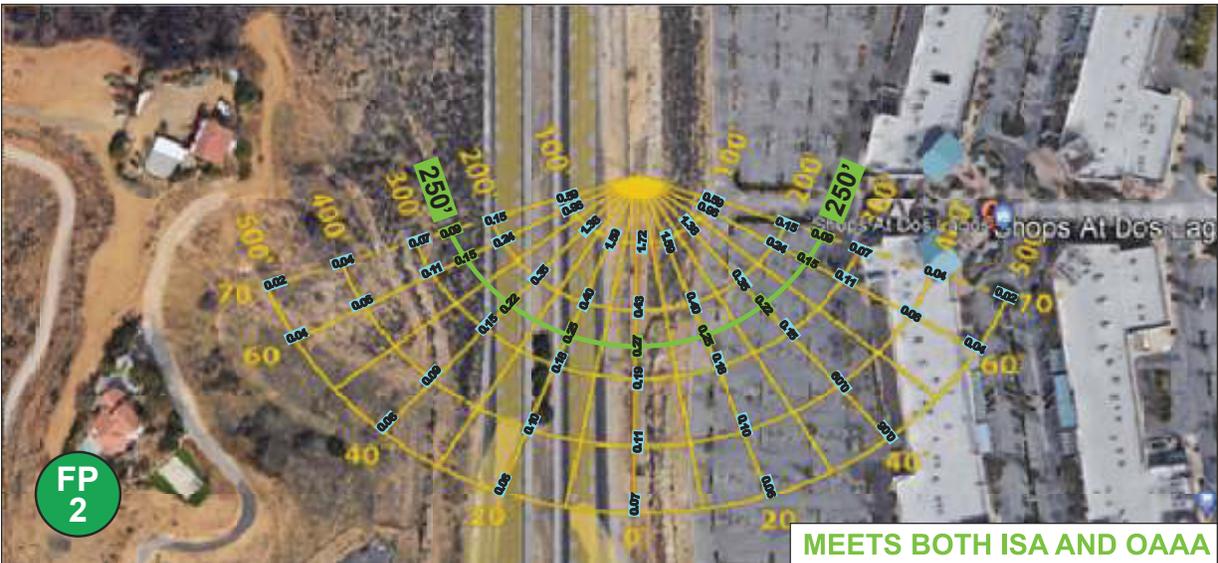
**FREEWAY PYLON SIGN
LIGHT STUDY - NORTH**

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.), for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.), for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement
681-1200 square feet	350 feet
385-680 square feet	250 feet
300-385 square feet	200 feet
200-300 square feet	150 feet



**FREWAY PYLON SIGN
LIGHT STUDY - SOUTH**

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.), for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.), for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement
681-1200 square feet	350 feet
385-680 square feet	250 feet
300-385 square feet	200 feet
200-300 square feet	150 feet



**MONUMENT SIGN - TEMESCAL CYN RD/ LAKESHORE DR
LIGHT STUDY - NORTH**

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3



**MONUMENT SIGN - TEMESCAL CYN RD/ LAKESHORE DR
LIGHT STUDY - SOUTH**

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3



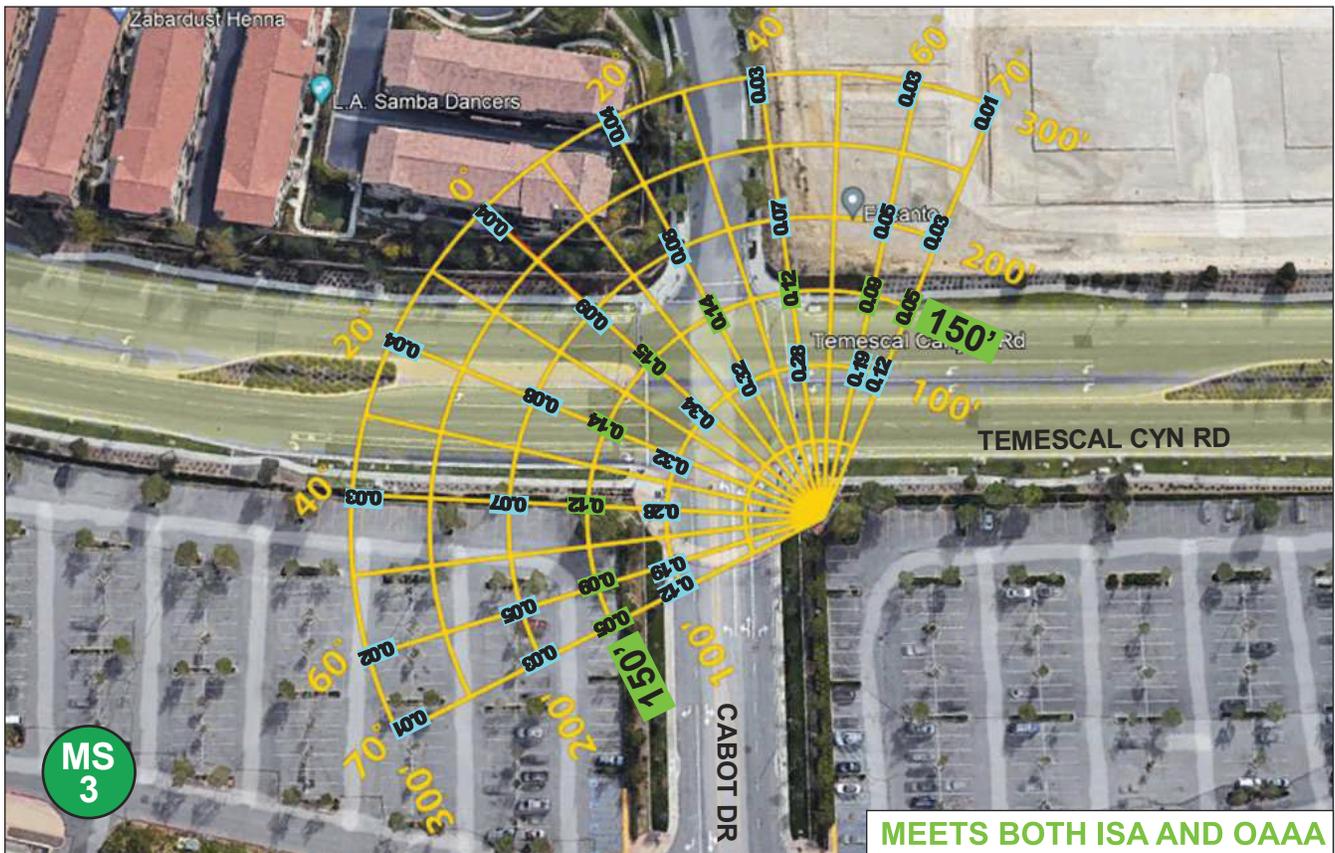
**MONUMENT SIGN - TEMESCAL CYN RD/ CABOT DR
LIGHT STUDY - SOUTH**

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

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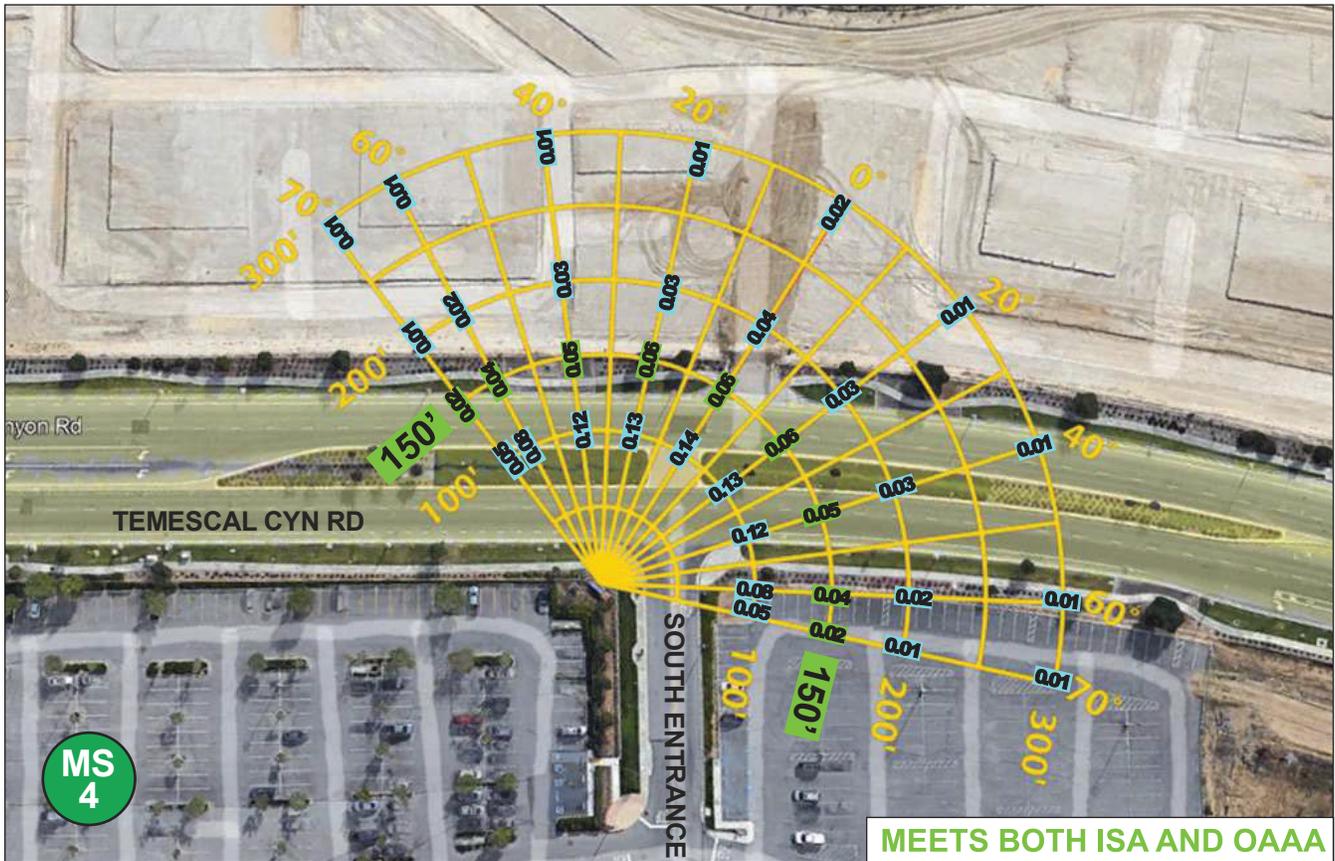
**MONUMENT SIGN - TEMESCAL CYN RD/ CABOT DR
LIGHT STUDY - NORTH**

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3



**MONUMENT SIGN - TEMESCAL CYN RD/ SOUTH ENTRANCE
LIGHT STUDY - SOUTH**

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3



NOTICE OF EXEMPTION

<p>TO:</p> <p><input type="checkbox"/> Office of Planning and Research P. O. Box 3044, Room 113 Sacramento, CA 95812-3044</p>	<p>FROM: Name: City of Corona Planning and Development Department</p> <p>Address: 400 S. Vicentia Avenue</p> <p>Telephone: (951) 736-2262</p>
<p><input checked="" type="checkbox"/> Clerk of the Board of Supervisors or County Clerk (Include County name)</p> <p>Address: 2724 Gateway Drive Riverside, CA 92507</p>	

1. Project Title:	Specific Plan Amendment - SPA2022-0008
2. Project Applicant:	Bravo Whiskey Properties, LLC & Dos Lagos Squared, LLC - 2780 Cabot Drive, Suite 140, Corona, CA 92883
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15’ or 7 1/2’ topographical map identified by quadrangle name):	2780 Cabot Drive, Suite 140, Corona, CA 92883 (APNs: 279-450-020, 025, 028 / 279-460-003, 039, & 048) –North of Weirick Rd. and west of Temescal Canyon Rd.
4. (a) Project Location – City: Corona	(b) Project Location – County: Riverside
5. Description of nature, purpose, and beneficiaries of Project:	Specific Plan Amendment application to amend the sign regulations under Section 4.3.6 of the Dos Lagos Specific Plan (SP-99-03) for freeway-oriented pylon signs and monument signs for commercial centers 20 acres in size or larger.
6. Name of Public Agency approving project:	City of Corona
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Bravo Whiskey Properties, LLC & Dos Lagos Squared, LLC - 2780 Cabot Drive, Suite 140, Corona, CA 92883
8. Exempt status: (check one)	
(a) <input type="checkbox"/> Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))

(d) <input checked="" type="checkbox"/> Categorical Exemption. State type and section number:	Class 1 categorical exemption under Section 15301 (Existing Facilities) of the State Guidelines for the California Environmental Quality Act (CEQA) and Section 3.27 (Class 1: Existing Facilities) of the City of Corona adopted Local Guidelines for Implementing CEQA.
(e) <input type="checkbox"/> Declared Emergency.	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f) <input type="checkbox"/> Statutory Exemption. State Code section number:	
(g) <input type="checkbox"/> Other. Explanation:	
9. Reason why project was exempt:	The project is a text amendment to the Dos Lagos Specific Plan to allow for minor alterations in the development standards for signage, which will accommodate technological upgrades (digital copy) to existing on-premise monument and pylon signs for commercial centers 20 acres in size or larger. The proposed changes will involve negligible expansion of use from that already authorized by the Dos Lagos Specific Plan, and therefore, there is no possibility that the proposed changes to the sign standards will have a significant effect on the environment.

10. Lead Agency Contact Person: Telephone:	Rocio Lopez, Consulting Planner (951) 736-2293
11. If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
12. Has a Notice of Exemption been filed by the public agency approving the project? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
13. Was a public hearing held by the Lead Agency to consider the exemption? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, the date of the public hearing was: March 20, 2023	

Signature

Date:

Rocio Lopez
Name

Title: Planning Consultant

Signed by Lead Agency

Signed by Applicant

Date Received for Filing: [Click to enter date](#)

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

Planning and Housing Commission Minutes - Draft

Monday, March 20, 2023

Council Chambers - 6:00 p.m.



**Chair Craig Siqueland
Vice Chair Bridget Sherman
Commissioner Karen Alexander
Commissioner Diana Meza
Commissioner Matt Woody**

The Planning and Housing Commission meeting of March 20, 2023 will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/88507813627>

ROLLCALL

Present 5 - Chair Craig Siqueland, Vice Chair Bridget Sherman, Commissioner Karen Alexander, Commissioner Diana Meza, and Commissioner Matt Woody

CALL TO ORDER

Chair Siqueland called the meeting to order.

PLEDGE OF ALLEGIANCE

Vice Chair Sherman led the Pledge of Allegiance.

COMMUNICATIONS FROM THE PUBLIC

A moment was taken at this time by Chair Siqueland to present Commissioner Diana Meza with a Recognition Certificate recognizing her for her service since April 2020. This meeting marks her last as a Commissioner on the Planning and Housing Commission for the City of Corona.

MEETING MINUTES

These minutes were approved.

1. [23-0258](#) Approval of minutes for the Planning and Housing Commission meeting of March 6, 2023.

Attachments: [030623 - P&H Minutes - DRAFT](#)

A motion was made by Vice Chair Sherman, seconded by Commissioner Meza, that these Minutes be approved. The motion carried by the following vote:

Aye: 4 - Chair Siqueland, Vice Chair Sherman, Commissioner Alexander, and Commissioner Meza

Abstain: 1 - Commissioner Woody

CONSENT ITEMS

None.

PUBLIC HEARINGS

2. [23-0241](#) **CUP2021-0004 (CONTINUED)** - A Conditional Use Permit application to allow a drive-through and walk-up window coffee shop (Starbucks) within an existing commercial center located at the southeast corner of Green River Road and Dominguez Ranch Road in the Neighborhood Commercial District of the Sierra Del Oro Specific Plan. (Applicant: Jessica Steiner of Bickel Group Architecture, 3600 Birch Street, Suite 120, Newport Beach, CA 92660).

Attachments: [Staff Report](#)

A motion was made by Commissioner Alexander, seconded by Vice Chair Sherman, that the Planning and Housing Commission CONTINUE CUP2021-0004 to the April 10, 2023 Planning and Housing Commission meeting. The motion carried by the following vote:

Aye: 5 - Chair Siqueland, Vice Chair Sherman, Commissioner Alexander, Commissioner Meza, and Commissioner Woody

3. [23-0236](#) **PM 38314:** Parcel Map application to subdivide 0.56 acres into two lots for residential purposes, located at 912 Beverly Road in the R-2 zone (Low Density Multiple Family Residential). (Applicant: Jeff Meiter for Valued Engineering, Inc. on behalf of Javier Villanueva, 600 N. Mountain Avenue #C102, Upland, CA 91786)

Attachments: [Staff Report](#)

[Exhibit 1 - Locational and Zoning Map](#)

[Exhibit 2 - Parcel Map 38314](#)

[Exhibit 3 - Conditions of Approval](#)

[Exhibit 4 - Applicant's letter describing the subdivision](#)

[Exhibit 5 - Environmental Documentation](#)

Sandra Yang, Senior Planner, reviewed the staff report and exhibits for PM 38314.

Commissioner Sherman had a clarification question regarding the layout of the property, specifically a channel behind property that looks like an alley or driveway on the map.

It was noted that the civil engineer (Mr. Jeff Meiter of Valued Engineering) on behalf of the applicant, and the applicant (Javier Villanueva), were both present to answer any questions from the Commission.

Chair Siqueland opened the public hearing.

Speaker comments were heard from residents Joe Breyer, Becky Henke, Rena Munoz, Gloria Deets-Breyer, Joe Morgan, and Maribel Pozos. All speakers, except Mr. Morgan, took opposition to the proposed project. Residents raised concerns, including increased traffic, parking congestion, decreased home values, safety concerns, disruption of neighborhood's history, and having apartments on the project site. Joe Morgan was not in opposition, seeing this project as a division of a parcel, so that it

matches surrounding properties, also noting that this area was removed from the Affordable Housing Overlay maps, and so is not eligible for high-density housing.

Mr. Meiter answered various questions from the Commission, reiterating that the project's goal is to subdivide a parcel into two single family lots that are consistent within the area. Commissioner Meza inquired if there were plans to build homes on the proposed divided lots. Mr. Meiter described a two-story residence on the property, an additional dwelling unit (ADU) in the back, and parking available on site.

Commissioner Alexander commented on the unusual two-story design of residence that would be built, and inquired whether the ADU was consistent with the zoning in the area. Director Coletta responded that the proposed unit was within the 850 square foot maximum allowed for this R-2 zone.

The property owner, Mr. Villanueva, addressed the Commission and residents present. He described his plan to move his family into the proposed two-story residence, and asked for support for his vision to build a quality home for himself and provide fairly-priced homes for other families. Although Mr. Villanueva offered to continue a dialogue with other residents, Chair Siqueland directed public hearing to follow protocol.

Discussion continued between Commission and Staff regarding the R-2 zone designation of this project parcel, confirming that the projected land use and dwelling units would be consistent for this zone.

Chair Siqueland closed public hearing.

Commissioner Alexander had final comments that showed appreciation for residents' concerns, suggesting they call Police Department or Code Enforcement when safety concerns present themselves, and she expressed a confidence that applicant residing on property would bring suitable new tenants.

A motion was made by Commissioner Meza, seconded by Vice Chair Sherman, that the Planning and Housing Commission find the project exempted from the California Environmental Quality Act (CEQA) pursuant to Section 15315 of the CEQA Guidelines, and recommend APPROVAL of PM 38314 to the City Council, based on the findings contained in the staff report and subject to the conditions of approval. The motion carried by the following vote:

Aye: 5 - Chair Siqueland, Vice Chair Sherman, Commissioner Alexander, Commissioner Meza, and Commissioner Woody

- 4.** [23-0177](#) **CUP2022-0005:** A Conditional Use Permit application to allow for a nonprofit organization, ABC Hopes, to conduct recreational, social, and educational programs for persons with disabilities in the M-2 (General Manufacturing) zone, located at 1831 Commerce Street, Suite 103. (Applicant: Katie Moore of ABC Hopes, Inc., 1831 Commerce Street, Suite 103, Corona, CA 92878)

Attachments: [Staff Report](#)[Exhibit 1 - Resolution No. 2606](#)[Exhibit 2 - Locational and zoning map](#)[Exhibit 3 - Project Plan](#)[Exhibit 4 - Conditions of Approval](#)[Exhibit 5 - Site Photos](#)[Exhibit 6 - Applicant's letter dated January 9, 2023](#)[Exhibit 7 - ALUCP Intensity Limits Calculations](#)[Exhibit 8 - Environmental Documentation](#)

Rafael Torres, Assistant Planner, reviewed the staff report and exhibits for CUP2022-0005.

Commissioner Woody inquired on whether any construction would be linked to this project, and Staff deferred to applicant to address this during public comment. Commission and Staff discussion turned to the Compatibility Plan which allows for Occupancy Limit conversions when a pre-existing building's use changes and is, thus, non-conforming. Commissioner Alexander and Chair Siqueland noted that Zone D, recommends no children or students in its description. Chair Siqueland inquired whether the scope of this CUP item could encompass any expansion to additional space in the commercial center, and Staff responded that a modified CUP application would be required in that case, since this application applies to only suite 103 at this location. Another clarification question centered around the applicant's organization, ABC Hopes, and its capability to conduct fundraising on site outside the designated business hours. Staff responded that a Special Use Permit could be reviewed for a possible fundraiser, however, it was noted that the building's occupancy limits would likely preclude a larger than average gathering.

Chair Siqueland opened the public hearing.

Joe Morgan, spoke in support of this application, especially as it provides much needed programs, and he expressed the need to streamline the application process for these types of community projects.

Tony Finaldi of STK Architecture, representing the applicant, spoke in favor of this project. On a personal note, he shared that his son, Niko, participates in the ABC Hopes program. He expressed happiness that ABC Hopes will have their own space in Corona, and it is the reason he donated his time as an architect to this project.

Commissioner Woody commented he was happy that ABC Hopes will have a space in Corona, and he invited Katie Moore, the applicant, to address the Commission.

Ms. Moore, introduced her brother Christopher, the catalyst for creating the ABC Hopes programs for special needs individuals. Starting as a fitness-based program

during time slots at various gyms, the organization has grown into an offering of various life skills activities needing a permanent location. Program patrons and families have grown to be a community that appreciates a space "Warehouse" to call their own.

The question of construction was described as limited due to Fire Department codes and cost beyond minor cubicle additions or minimal alterations.

A final point of discussion was in regards to this CUP project requiring additional modification review if expansion was to be proposed beyond the conditions of this application.

Chair Siqueland closed the public hearing.

A motion was made by Vice Chair Sherman, seconded by Commissioner Meza, that the Planning and Housing Commission find the project exempted from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and adopt Resolution No. 2606 GRANTING CUP2022-0005, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Chair Siqueland, Vice Chair Sherman, Commissioner Alexander, Commissioner Meza, and Commissioner Woody

- 5. [23-0237](#) **SPA2022-0008:** Specific Plan Amendment to the Dos Lagos Specific Plan to amend sign regulations under Section 4.3.6 of the Dos Lagos Specific Plan for existing freeway-oriented pylon signs and monument signs for commercial centers 20 acres in size or larger. (Applicant: Bravo Whiskey Properties, LLC & Dos Lagos Squared, LLC)

Attachments: [Staff Report](#)

[Exhibit 1 - Locational and Zoning Map](#)

[Exhibit 2 - Dos Lagos Specific Plan Land Use Plan](#)

[Exhibit 3 - Conditions of Approval](#)

[Exhibit 4 - Applicant's letter \(dated 12/8/22, explaining Specific Plan amendment request\)](#)

[Exhibit 5 - Proposed Amendment](#)

[Exhibit 6 - Proposed Sign Program](#)

[Exhibit 7 - Existing Signs and Proposed Signs Per Sign Program](#)

[Exhibit 8 - Existing Sign Regulations Versus Proposed Sign Regulations](#)

[Exhibit 9 - Light Study \(dated 12/6/22\)](#)

[Exhibit 10 - Environmental Documentation](#)

Rocio Lopez, Associate Planner, reviewed the staff report and exhibits for SPA2022-0008.

Commission's initial questions were in regards to the number of signs that are currently permitted for the shopping center, whether these signs can all be EMC-type

(Electronic Message Centers), whether the sign usage can be sold for advertisement, and in regards to the overall upgrading of the signs. Additional questions focused on the auto-dimming capabilities of the proposed signage.

Chair Siqueland opened the public hearing.

Joe Morgan spoke in reference to the dimming of signs during afterhours, and he expressed concern that EMC signs in this application will spur other EMC projects, which he feels are unnecessary and possibly too jarring to residents.

Chair Siqueland closed the public hearing.

Discussion ensued with Commission, City Staff, and applicant regarding the increase in visibility of signs and benefits of accurate and flexibility of advertisement for the Dos Lagos shopping center with general support for improvements linked to this proposed amendment. Commissioner Woody expressed concern that EMC signs may spur an increase in more and larger EMC signs in the City without a revenue benefit to retail decline. Discussion reviewed the overall increase of sign square footage, which is 6 feet, and although these signs would be the biggest in Corona, the benefit in accurate advertisement of shops and events was noted as a great advantage.

The brightness of proposed signs was again discussed. Ms. Coletta, described the usual process of initial dimming adjustments for EMCs. The possibility of adding a condition to turn off residential-facing monument signs was discussed, but a condition for appropriate system commissioning and assurance of correct dimming within a 14-30 day window was the consensus amongst Commissioners.

Chair Siqueland reopened the public hearing to allow applicants to address Commission's concerns regarding sign brightness. George Saelzler of Electra-Vision Advertising Corp. described his dedication to technologically modern and pleasing signs that are not offensive, but rather advertise events and bring in new tenants and customers to the center. Barret Woods, owner of The Shops at Dos Lagos, spoke to his dedication to the upkeep, renovation, and expanding of events at the shopping center, which would be advertised.

Chair Siqueland reclosed the public hearing.

Although Commissioner Woody suggested a partial approval of proposed signs in order to first evaluate sign brightness, the Commission's consensus was to move forward with the application as presented with only the added condition ensuring signs' auto-dimming capability for evening hours.

A motion was made by Commissioner Alexander, seconded by Commissioner Meza, that the Planning and Housing Commission find the project exempted from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and recommend approval of SPA2022-0008 to the City Council, based on the findings contained in the staff report and

conditions of approval, with the added condition: The EMC signs along Interstate 15 and Temescal Canyon Road shall be automatically dimmed during the nighttime hours. In addition, the EMC monument signs along Temescal Canyon Road shall have a label or plaque with property management contact information for the public to contact regarding EMC glare complaints. The motion carried by the following vote:

Aye: 5 - Chair Siqueland, Vice Chair Sherman, Commissioner Alexander, Commissioner Meza, and Commissioner Woody

WRITTEN COMMUNICATIONS

None.

ADMINISTRATIVE REPORTS

Ms. Coletta invited Council Member Jacque Casillas to address the Commission. Council Member Casillas expressed deep gratitude towards Commissioner Meza and her service on the Planning and Housing Commission.

PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

Commissioner Meza expressed gratitude to her fellow Commissioners while serving on the Planning and Housing Commission, to the City Staff, and to Council Member Casillas for having appointed her to this position. Commissioners expressed that Commissioner Meza will be missed.

FUTURE AGENDA ITEMS

ADJOURNMENT

Chair Siqueland adjourned the meeting at 8:35 p.m. to the Planning and Housing Commission meeting of Monday, April 10, 2023, commencing at 6:00 p.m. in the City Hall Council Chambers.



City Council Monthly Meeting Schedule

Pilot Program Update

Sylvia Edwards, City Clerk

April 19, 2023

Ask

That the Council provide feedback on the monthly Committee of the Whole and Study Session Pilot Program.





Overview

- ▷ Vice Mayor Richins and Council Member Steiner requested that staff evaluate the possibility of reducing meeting days to two Wednesdays per month
- ▷ On January 4, 2023, the City Council provided direction to meet two Wednesdays per month as a pilot program

Meeting Pilot Program

Week 1	3:30 - 5:00pm	Committee of the Whole
	5:30 - 6:30pm	Closed Session
	6:30pm	City Council Meeting
Week 2		
Week 3	3:30 - 5:00pm	Study Session
	5:30 - 6:30pm	Closed Session
	6:30pm	City Council Meeting
Week 4		

Options for Council Consideration

Option 1

Continue to meet
two Wednesdays
per month

Option 2

Return to meeting
four Wednesdays
per month

Ask

That the Council provide feedback on the monthly Committee of the Whole and Study Session Pilot Program.



Questions?



 (951) 736-2203

 Sylvia.Edwards@CoronaCA.gov

 www.CoronaCA.gov



Staff Report

File #: 23-0285

REQUEST FOR CITY COUNCIL ACTION

DATE: 04/19/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

ORDINANCE AMENDING [SECTION 9.22.020](#) OF THE CORONA MUNICIPAL CODE RELATING TO RULES AND REGULATIONS FOR SALE OR CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY

EXECUTIVE SUMMARY:

This staff report asks the City Council to revise the [Corona Municipal Code Section 9.22.020](#), to further allow the sale and consumption of alcoholic beverages on public property for permitted events and activities.

RECOMMENDED ACTION:

That the City Council introduce by title only and waive full reading for consideration of Ordinance No. 3369, first reading of an ordinance amending [Corona Municipal Code Section 9.22.020](#) of the Corona Municipal Code to clarify provisions relating to the rules and regulations for the sale or consumption of alcohol on public property.

BACKGROUND & HISTORY:

The purpose of the Corona Municipal Code (CMC) Section 9.22.020 - Sale or consumption of alcoholic beverages on public property is to establish a comprehensive set of rules, regulations, and standards for the use of alcohol in public places. This section was last updated in 2016, with modifications to allow for the use of and possession of alcohol as part of permitted special events. As the City expands both the frequency and size of permitted community events, there is a corresponding need for more and larger spaces. Utilizing the Historic Civic Center lawn would allow the City to provide a wider range of venues for community organizers to plan events where alcohol could be sold and consumed safely as part of the event permit

ANALYSIS:

The City of Corona’s Strategic Plan, Goal 5 - Sense of Place, calls for increasing access to recreational and cultural activities and events. Amending CMC Section 9.22.020 would reflect current request and use trends, and anticipate a growing demand for the use of the Historic Civic Center lawn to accommodate community events and gatherings.

For Fiscal Year 2024, staff are proposing to combine the Summer Concerts Series and Night Market events into a single Summer Street Fair experience utilizing the same event footprint and street closure as the Holiday Lighting Celebration in front of the Historic Civic Center. Traditionally, the City has worked with community organizers to host a beer and wine garden on the lawn between the Historic Civic Center (HCC) and City Hall for the Summer Concerts Series. A change to CMC 9.22.020 would be required to allow the sale and consumption of alcohol if these events are relocated to the front lawn of the HCC. Staff propose extending permitted alcohol use areas to the lawn in front of the HCC up to the sidewalk of Sixth Street in order to maintain this component of the event and accommodate future requests to program this unique event space. Any alcohol use in a public setting will remain at the discretion of the City, permitting processes, and in accordance with any and all state and local laws.

Ordinance No. 3369 (attached) proposes the following amendments to CMC Section 9.22.020 to achieve the above goals:

- ✓ Extend permitted use areas to include the front lawn area of the Historic Civic Center (the lawn area between the Historic Civic Center and the sidewalk adjacent to Sixth Street) at 815 W. Sixth Street.
- ✓ Extend permitted use to include outdoor patio areas of the Senior Center located at 921 S. Belle Ave.
- ✓ Remove indoor areas of the former Police Department building located at 849 W. Sixth Street.

Approval of the proposed amendments to CMC Section 9.22.020 will assist the City with special event planning, ensure safe and productive use of public areas, and promote greater resident access to unique program opportunities.

FINANCIAL IMPACT:

There are no significant financial impacts anticipated with the revision of CMC Section 9.22.020.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves minor revisions to the CMC to enable more effective implementation and enforcement of the City’s rules and regulations for sale or consumption of alcohol in public place and there is no possibility that the adoption of the attached Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

File #: 23-0285

PREPARED BY: JASON LASS, RECREATION SERVICES MANAGER

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Ordinance No. 3369
2. Exhibit 2 - CMC 9.22.020 Redline Edits

ORDINANCE NO. 3369

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING SECTION 9.22.020 OF THE CORONA MUNICIPAL CODE TO ALLOW FOR THE SALE, POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON THE FRONT LAWN OF THE HISTORIC CIVIC CENTER AND THE OUTDOOR PATIO AREA OF THE SENOR CENTER, SUBJECT TO A CITY SPECIAL EVENT PERMIT AND ADDITIONAL RESTRICTIONS, CONDITIONS AND REQUIREMENTS OF APPLICABLE LAW AND CITY POLICY

WHEREAS, Section 9.22.020 of the Corona Municipal Code (“CMC”) currently prohibits the consumption of alcohol in public places and in public facilities in Corona, but allows for the sale, possession and consumption of alcoholic beverages in specified locations in accordance with policies and written permits issued by the City; and

WHEREAS, the City Council has determined that the existing list of locations where the sale, possession and consumption of alcohol is permitted with a permit requires an amendment to add the front lawn areas of the Historic Civic Center auditorium, as well as the outdoor patio area of the senior center, subject to further restriction by administrative policy adopted by the City Manager.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9.22.020 of Chapter 9.22 (Intoxication in Public Places) of the Corona Municipal Code is hereby amended to read as follows:

“9.22.020 Sale or consumption of alcoholic beverages on public property.

No person shall sell or consume any alcoholic beverage (as the term "alcoholic beverage" is defined by Business and Professions Code Section 23004, as amended), in or upon any public street, alley, sidewalk, parkway, city facility or other public place within the city, whether such person is or is not in or upon any automobile or other vehicle within the city. Notwithstanding the foregoing, alcoholic beverages may be sold, possessed, and/or consumed, in accordance with any applicable state and local laws, policies and written permits, including without limitation a city special event permit and/or policies and permits applicable to a particular facility, within: (i) indoor areas of the Historic Civic Center (including the Community Room, Gym, tenant suites and indoor Common Areas) located at 815 West 6th Street; (ii) the front lawn

area of the Historic Civic Center (the lawn area south of the Historic Civic Center and north of the sidewalk adjacent to Sixth Street); (iii) indoor areas of the Circle City Center located at 365 North Main Street; (iv) indoor areas of the City Hall, as well as the outdoor balcony adjacent to the Council Board Room, located at 400 South Vicentia Avenue; (v) the south lawn area of City Hall located at 400 S. Vicentia Avenue (the lawn area between the current City Hall and the Historic Civic Center); (vi) indoor areas of the Corona Public Library Community Rooms (or by Library Support Groups in other locations within the Library) located at 650 South Main Street; (vii) the Corona Municipal Airport property generally located at 1900 Aviation Drive; (viii) indoor areas of the Auburndale Recreation Center located at 1045 Auburndale Street; (ix) indoor areas of the Victoria Community Center located at 312 9th Street; and (x) indoor and outdoor patio areas of the Senior Center located at 921 S. Belle Avenue. In addition, alcoholic beverages may be sold, possessed, and/or consumed in other facilities as determined by resolution of the City Council. The City Manager shall adopt and maintain an administrative policy which addresses particular restrictions, conditions and other requirements for the city facilities provided for above.”

SECTION 2: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

ADOPTED this 3rd day of May, 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, SYLVIA EDWARDS, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held the 19th day of April, 2023, and thereafter at a regular meeting thereof held on the 3rd day of May, 2023, it was duly passed and adopted by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of May, 2023.

City Clerk of the City of Corona, California

ORDINANCE NO. _____

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~~the former Police Department building located at 849 W. Sixth Street; (iii) the city's community center~~the front lawn area of the Historic Civic Center (the lawn area south of the Historic Civic Center and north of the sidewalk adjacent to Sixth Street); (iii) indoor areas of the Circle City Center located at 365 North Main Street; (iv) indoor areas of the City Hall, as well as the outdoor balcony adjacent to the Council Board Room, located at 400 South Vicentia Avenue; (v) the south lawn area of City Hall located at 400 S. Vicentia Avenue (the lawn area between the current City Hall and the Historic Civic Center); (vi) indoor areas of the Corona Public Library Community Rooms (or by Library Support Groups in other locations within the Library) located at 650 South Main Street; (vii) the Corona Municipal Airport property generally located at 1900 Aviation Drive; (viii) indoor areas of the Auburndale Recreation Center located at 1045 Auburndale Street; (ix) indoor areas of the Victoria Community Center located at 312 9th Street; and (x) indoor and outdoor patio areas of the Senior Center located at 921 S. Belle Avenue. In addition, alcoholic beverages may be sold, possessed, and/or consumed in other facilities as determined by resolution of the City Council. The City Manager shall adopt and maintain an administrative policy which addresses particular restrictions, conditions and other requirements for the city facilities provided for above.”

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