City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Agenda

City Council

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

Jason Scott, Mayor
Jim Steiner, Vice Mayor
Yolanda Carrillo, Council Member
Jacque Casillas, Council Member
Wes Speake, Council Member

Wednesday, September 18, 2019 **5:30 PM** **Closed Session Council Board Room**
Open Session Council Chambers

5:30 P.M. CONVENE CLOSED SESSION

CITY COUNCIL/CORONA HOUSING AUTHORITY

A. **19-0844** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)
Protentional Cases: 1 Case

CITY COUNCIL/CORONA UTILITY AUTHORITY

A. **19-0828** CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8
Property: APN's 101-170-044 and 101-170-045 Vacant parcel between Palisades Drive and APN 101-170-044
Agency Negotiator: Tom Koper, Assistant Public Works Director
Negotiating Parties: John M. Brewster and Karen A. Brewster Allsize Storage Corona, Inc., a California corporation
Under negotiation: Price and terms of payment

CITY COUNCIL

A. **19-0837** CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6
Agency designated representative: Mitch Lansdell, Acting City Manager
Employee organization: Corona Police Employees Association

B. **19-0838** CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6
Agency designated representative: Mitch Lansdell, Acting City Manager
Employee organization: Corona General Employees Association

INVOCATION - Pastor Ron King, New Hope Family Worship Center

PLEDGE OF ALLEGIANCE - Isabella Viayra

6:30 P.M. CONVENE OPEN SESSION

Individuals wishing to address the City Council are requested to complete a Speakers Card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Oral Communications" section of the agenda is called. Please observe a three minute limit for communications and please note that the Oral Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and address for the record.

1. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

A. **19-0823** Introduction: Mayor's Youth Council.

B. **19-0812** Presentation: City Net Update.

C. **19-0813** Presentation: Economic Development Update.

D. **19-0830** Presentation: Green River Road Ramp Update.

2. MEETING MINUTES

A. **19-0810** 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 Meeting of August 28, 2019.

B. **19-0811** 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 Meeting of September 4, 2019.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member or any person in attendance may request that an item be removed for further consideration.

A. **19-0800** City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority consideration to receive and file the Monthly Fiscal Report for the month of July 2019.

B. **19-0801** City Council adoption of Ordinance No. 3299, second reading of an Ordinance of the City of Corona, California amending Chapter 6.12 of the Corona Municipal Code regarding animal defecation on public property.

C. **19-0802** City Council consideration of a Survey Monumentation Agreement for Parcel Map 30844 – Carlos Reynoso Padilla, Irene Macias Padilla, Angelique Macias Padilla-Hartog, and Alysia Macias Padilla-Vaccaro, Trustees of the 1996 Padilla Family Trust dated, October 31, 1996.

Recommended action: That the City Council authorize the Mayor to execute a Survey Monumentation Agreement between the City and Carlos Reynoso Padilla, Irene Macias Padilla, Angelique Macias Padilla-Hartog, and Alysia Macias Padilla-Vaccaro, Trustees of the 1996 Padilla Family Trust dated, October 31, 1996.

D. **19-0769** City Council consideration of CivicRec Software Implementation and Licensing Agreement and General Fund Appropriation in the amount of $55,000 for Implementation.

Recommended action: That the City Council:

1. Approve Professional Services Agreement with CivicPlus, LLC, of Manhattan, Kansas, for the use of CivicRec Recreation Management Software for an initial use period September 18, 2019 through June 30, 2021 to include a one-time software licensing fees and program implementation in an amount not to exceed $55,000.

2. Authorize the City Manager, or his designee, or the Library and Recreation Services Director to execute the initial two-year agreement with CivicPlus, LLC, of Manhattan, Kansas, for CivicRec Recreation Services Management Software and authorize the City Manager or the Library and Recreation Services Director, with City Council approval, to exercise two 2 -year renewals on a fiscal year basis as provided by Corona Municipal Code (CMC) 3.08.070(i).

3. Authorize the Purchasing Manager to issue a purchase order to CivicPlus, LLC for implementation of CivicRec software license in an amount not to exceed $55,000 for the initial use period September 18, 2019 through June 30, 2021 and approve necessary change orders or amendments up to the amount provided by CMC 3.08.070(i).

4. Authorize a one-time appropriation of $55,000 from the General Fund to the Library and Recreation Services Department for

purchase and implementation of recreation management software.

E. **19-0816** City Council consideration to appropriate and authorize the Refundable Construction Deposit Payment to Southern California Edison for Wholesale Distribution Access Tariff 1512.

Recommended action: That the City Council:

1. Authorize the refundable deposit payment for Invoice# 7501020392 in the amount of $555,525 to Southern California Edison's for the estimated cost of the design, engineering, procurement and construction of the interconnection to Wholesale Distribution Access Tariff 1512.

2. Appropriate $555,525 to the Department of Water and Power's Wholesale Distribution Access Tariff ("WDAT") 1512 CIP Project No. 72810 from the Electric Utility Fund.

F. **19-0682** City Council consideration of Questica Budget Software implementation and software licensing agreement.

Recommended action: That the City Council:

1. Authorize the Administrative Services Department to approve the Questica software implementation and software licensing agreement in the total contract amount of $336,270 for the period September 18, 2019 through September 17, 2022 as an exception to bidding pursuant to Corona Municipal Code (CMC) Section 3.08.140(E) "Purpose of bidding is otherwise accomplished".

2. Authorize the City Manager, or his designee, to execute any needed contractual documentation to effectuate the software purchase, subject to any revisions required by the City Manager and/or the City Attorney in order to make them acceptable as to form and consistent with the Council's action hereunder.

3. Authorize the Purchasing Manager to issue a purchase order to Questica LTD for software implementation services and software licensing in the amount of $182,740 for the initial period of September 18, 2019 through September 17, 2020 and approved necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i)

4. Authorize the City Manager, or his designee, to execute two optional renewals for subsequent one-year periods, in the amounts not to exceed $76,765 per renewal period and approve

necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i).

G. **19-0799** City Council consideration of rejection of all bids received for the Street Pavement Maintenance and Rehabilitation Project, No. 2017-22, Notice Inviting Bids (NIB) 20-004CA; adoption of the Plans and Specifications for the Street Pavement Maintenance and Rehabilitation Project, No. 2017-22, NIB 20-007CA; approve a Construction Contract with All American Asphalt in the amount of $6,244,244; authorize the Purchasing Manager to issue a purchase order to All American Asphalt in the amount of $6,244,244; and award the bid; authorize budgetary transfers within existing funding sources.

Recommended action: That the City Council:

1. Reject all bids received for the Street Pavement Maintenance and Rehabilitation Project, Project No. 2017-22, NIB 20-004CA.

2. Adopt the Plans and Specifications for the Street Pavement Maintenance and Rehabilitation Project, Project No. 2017-22, NIB 20-007CA.

3. Award the bid to All American Asphalt, the lowest responsive, responsible bidder, for the total bid amount of $6,244,244, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.

4. Authorize the City Manager, or his designee, to execute the Construction Contract with All American Asphalt, in the amount of $6,244,244, and approve necessary change orders up to five percent of the contract amount.

5. Authorize the Purchasing Manager to issue a Purchase Order to All American Asphalt in the amount of $6,244,244 for the construction services.

6. Authorize the creation of a new Capital Improvement Project titled “Street Pavement Maintenance and Rehabilitation Project.”

7. Authorize budgetary transfers of $6,856,456 from the Local Street Pavement Rehabilitation Project and Rubberized Asphalt Concrete (RAC) Project to the Street Pavement Maintenance and Rehabilitation Project as follows: $4,736,421 in the RMRA Fund 221, $904,539 in the Gas Tax Fund 222, $923,791 in the Measure A Fund 227, and $291,705 in the Rubberized Asphalt Concrete (RAC) Project in RMRA Fund 221.

H. **19-0814** City Council consideration to award RFQ 19-041AO for the purchase of high-voltage electrical transformers and pad-mounted equipment switchgear to Anixter as back-up equipment for the Electric Utility.

Recommended action: That the City Council:

1. Award RFQ 19-041AO to Anixter in the amount of $213,549.74 for the purchase of high-voltage electrical transformers and pad-mounted equipment (PME) switchgear as back-up equipment for the Electric Utility.

2. Authorize the Purchasing Agent to issue purchase orders and change orders per Corona Municipal Code Section 3.08.080(I).

I. **19-0815** City Council and Corona Utility Authority consideration to award Request for Proposals (RFP) 20-003CA Regulatory Compliance Services.

Recommended action: That the:

1. City Council award RFP 20-003CA Regulatory Compliance Services to G&G Environmental Compliance, Inc. of Riverside, CA in the amount of $1,300,000 for each of the next two fiscal years beginning October 1, 2019.

2. City Council authorizes the Department of Water and Power (DWP) General Manager to execute the Professional Services Agreement with G&G Environmental Compliance, Inc. in the amount of $1,300,000 per year for the initial two-year term and have the option to exercise two 2-year renewals on a fiscal year basis as provided by CMC 3.08.070(I) and to approve necessary change orders or amendments provided by Corona Municipal Code Section 3.08.070(I).

3. City Council authorizes the Purchasing Manager to issue a purchase order in the amount of $1,300,000 per year to G&G Environmental Compliance, Inc. beginning in Fiscal Year 2019-20 for the initial two-year term and have the option to exercise two 2 -year renewals on a fiscal year basis in accordance with duly authorized and executed agreements.

4. City Council authorizes the City Attorney and DWP General Manager to negotiate and execute any extensions and/or amendments to the contract.

5. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

J. **19-0805** City Council consideration of acceptance and appropriation of $110,000

from the Office of Traffic Safety 2019-2020 for the Selective Traffic Enforcement Program Federal Award.

Recommended action: That the City Council:

1. Accept the State of California Office of Traffic Safety 2019-2020 Selective Traffic Enforcement Program Federal Award of $110,000 for Local Law Enforcement Agencies.

2. Appropriate $110,000 of onetime money from the unappropriated General Fund Balance to be reimbursed from the State of California Office of Traffic Safety and increase the General Fund estimated revenue by the same amount for the program award.

3. Authorize the Chief of Police to execute any required grant documents that are in compliance with the City Council's actions hereunder.

K. **19-0797** City Council consideration of the creation of a new Capital Improvement Project ("CIP") titled "CFD 10-Year Plan" and appropriations to the new project.

Recommended action: That the City Council:

1. Authorize the creation of a new Capital Improvement Project titled "CFD 10-Year Plan."

2. Authorize appropriations totaling $52,000 from the following sources: $12,000 from CFD 2002-2 LMD Fund 247, $26,000 from CFD 97-1 Landscape Fund 248, $9,000 from CFD/LMD 2002-3 Landscape Fund 251, and $5,000 from CFD/LMD 2011-1 Landscape Fund 253, to the new CFD 10-Year Plan ("Project") CIP.

3. Authorize the budgetary transfer of $78,000 from the "Landscape Retrofit Project," CIP 7046, to the new Project in CFD 2001-1 Landscape Fund 249.

4. Authorize an administrative change order to transfer funding from accounts 24765330-42900 in the amount of $10,977, 24865330-42900 in the amount of $18,893, 24900000-42900 in the amount of $32,035, 25165330-42900 in the amount of $8,712, and 25365330-42900 in the amount of $3,964 to the same fund and amounts for the newly created CIP for Purchase Order P21420.

L. **19-0796** City Council consideration of accepting the public improvements associated with 705 North Main Street and release the appropriate

Grading and Improvement Securities - Waypoint Corona, LLC, a Delaware Limited Liability Company.

Recommended action: That the City Council:

1. Accept the public improvements associated with 705 North Main Street.

2. Retain twenty-five percent of the Faithful Performance Security for one year beyond the acceptance of the improvements as security for repair or replacement of any improvements that fail to meet City Standards at the end of the one-year period (1045707).

3. Retain the Labor and Material Security for six months beyond the acceptance of the improvements, and automatically release the security, unless any claims are filed (1045707).

4. Release the Precise Grading and Erosion Control Securities (1045709 and R1099).

M. **19-0798** City Council consideration of accepting the public improvements associated with 1060 East Third Street and release the appropriate Grading and Improvement Securities - Nathaniel A. Tinlin and Vila N. Tinlin, husband and wife.

Recommended action: That the City Council:

1. Accept the public improvements associated with 1060 East Third Street.

2. Retain twenty-five percent of the Faithful Performance Security for one year beyond the acceptance of the improvements as security for repair or replacement of any improvements that fail to meet City Standards at the end of the one-year period (DEP16-0194).

3. Retain the Labor and Material Security for six months beyond the acceptance of the improvements, and automatically release the security, unless any claims are filed (DEP16-0195).

4. Release the Precise Grading and Erosion Control Securities (DEP16-0196 and DEP16-0197).

N. **19-0792** City Council to receive and file Personnel Report.

Recommended action: That the City Council receive and file the Personnel Report for employee updates and recruitment transactions.

O. **19-0827** City Council consideration of Resolution No. 2019-082 appointing Mitchell Lansdell as Interim City Manager and approving employment agreement.

Recommended action: That the City Council adopt Resolution No. 2019-082 appointing Mitchell Lansdell as Interim City Manager and approving employment agreement.

P. **19-0843** City Council consideration of options regarding forgiveness or repayment of a General Fund Loan to the Park Development Fund for the acquisition of parkland.

Recommended action: That the City Council take any of the following:

1. Adopt Resolution 2019-083 retroactively cancelling, forgoing and discharging, as of July 1, 2019, the previously authorized loan from the General Fund to the Park Development Fund for the acquisition of Parkland and repealing Resolution 2017-057.

Or

2. Adopt Resolution 2019-084 specifying terms of repayment for a previously authorized loan from the general fund to the Park Development fund for the acquisition of Parkland, directing the appropriation of the loan repayment amounts in a specified manner and repealing Resolution 2017-057.

Or

3. Provide further or different direction.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

Persons wishing to address the City Council are requested to state their name and address for the record. This portion of the agenda is intended for general public comment only, which means it is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Please note that state law prohibits the City Council from discussing or taking action on items not listed on the agenda. The City Council will appreciate your cooperation in keeping your comments brief. Please observe a three minute limit for communications.

A. Non-Profit Organizations

B. General Public Comments

5. PUBLIC HEARINGS - 6:30 P.M.

This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.

A. **19-0778** Public hearing for City Council consideration of Resolution No. 2019-080, for HRLM2019-0002, approving an application to nominate a Victorian Hipped Roof Cottage residence built in 1900 (located at 506 E. Seventh Street) in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a Historic Landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez)

B. **19-0780** Public Hearing for City Council consideration of Resolution No. 2019-081 for GPA2019-0001 approving an amendment to the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres (located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue). (Applicant: Richard Boureston of Boureston Development)

Recommended action: That the City Council:

1. Approve GPA2019-0001 as recommended by the Planning and Housing Commission, based on the analysis and findings contained in the staff report; and adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan.

2. Adopt Resolution No. 2019-081, approving an amendment to the City's General Plan to change the land use designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres (located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue) and implement corresponding changes to associated text and exhibits within the General Plan as part of Cycle 2 of the General Plan Amendment for 2019.

C. **19-0781** Public hearing for City Council consideration of Ordinance No. 3300, first reading of an Ordinance of the City of Corona, California for SPA2019-0001, amending the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres

(located on the south side of West Sixth Street between Sheridan Street and Belle Avenue). (Applicant: Richard Boureston of Boureston Development)

Recommended action: That the City Council:

1. Approve SPA2019-0001, as recommended by the Planning and Housing Commission.

2. Introduce by title only and waive full reading for consideration of Ordinance No. 3300, first reading of an ordinance approving an amendment to the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way in order to facilitate the development of a medical office park on 3.48 acres of real property located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (SPA2019-0001)

D. **19-0782** City Council consideration of Precise Plan 2019-0003, for the review of the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston of Boureston Development) (NOT AN ADVERTISED PUBLIC HEARING)

Recommended action: That the City Council:

1. Affirm the Planning and Housing Commission's action granting PP2019-0003, based on the findings contained in the staff report and conditions of approval.

E. **19-0783** City Council consideration of PM 37565, a parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston of Boureston Development. (NOT AN ADVERSTISED PUBLIC HEARING)

Recommended action: That the City Council approve PM 37565 subject to the findings and conditions as recommended by the Planning and Housing Commission.

F. **19-0819** Public Hearing for City Council consideration to receive comments and file the 2018-2019 Consolidated Annual Performance and Evaluation Report, and authorize the Community Development Director to submit the report to the United States Department of Housing and Urban

Development.

Recommended action: That the City Council:

1. Receive and file the 2018-2019 Consolidated Annual Performance and Evaluation Report.

2. Authorize the Community Development Director to submit the report to the United States Department of Housing and Urban Development.

6. LEGISLATIVE MATTERS

This portion of the agenda is for proposed ordinances presented for the City Council's consideration.

7. REPORTS FROM CITY COMMISSIONS, COMMITTEES, AND BOARDS

This portion of the agenda lists items from Commissions, Committees, and Boards.

A. **19-0829** As needed periodic oral updates from designated commission representatives.

B. **19-0779** City Council consideration of Precise Plan 2018-0005, for the review of the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres (located north of west Sixth Street and east of Smith Avenue at 1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC)

Recommended action: That the City Council:

1. Take no action, thereby affirming the Planning and Housing Commission's action granting PP2018-0005, based on the findings contained in the staff report and conditions of approval.

   OR

2. Set the item for review at a subsequent meeting.

8. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS AND COMMENTS REGARDING COMMITTEES

Reports and comments from the City Council Committees are presented in this portion of the agenda.

A. **19-0817** City Council consideration to receive minutes of the September 4, 2019 meeting of the Infrastructure Committee report by Jason Scott and Wes Speake.

B. **19-0818** City Council consideration to receive minutes of the September 4, 2019 meeting of the Public Services Committee report by Jim Steiner and Yolanda Carrillo.

9. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS AND COMMENTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. **19-0842** Update from Council Member Casillas on the Western Riverside County Regional Conservation Authority (RCA) Meeting of September 9, 2019.

B. **19-0841** Update from Mayor Scott on the Western Riverside Council of Governments (WRCOG) Meeting of September 9, 2019.

C. **19-0840** Update from Council Member Wes Speake on the Riverside County Transportation Commission (RCTC) meeting of September 11, 2019.

10. ADMINISTRATIVE REPORTS

11. CITY ATTORNEY'S REPORTS

12. CITY MANAGER'S REPORTS

13. CITY COUNCIL MEMBER REPORTS

14. CITY ATTORNEY'S COMMENTS

15. CITY MANAGER'S COMMENTS

16. CITY COUNCIL MEMBER COMMENTS

A. Council Member Yolanda Carrillo

B. Council Member Jacque Casillas

C. Council Member Wes Speake

D. Vice Mayor Jim Steiner

E. Mayor Jason Scott

17. ADJOURNMENT

The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, October 2, 2019 at 4:30 P.M. or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:30 p.m. or thereafter as

noted on the posted agenda in the City Council Chambers.

Corona City Hall - Online, All the Time at www.CoronaCA.gov

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting in the entry way display case at City Hall. A complete agenda packet is available for public inspection during business hours at the City Clerk's Office. Any materials relating to an item on the agenda which are distributed to all, or a majority of all, members of the City Council after the posting of the agenda will also be available at the same time for public inspection during business hours at the City Clerk's Office.

Written communications from the public for the agenda must be received by the City Clerk's Office seven (7) days prior to the City Council meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the ADA Coordinator at (951) 736-2235. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting is Being Recorded

Homeless Services Dashboard Report
August 2019

Street Outreach and Engagement

	Outreach Contacts[1]	Outreach Line Calls	Client Engagement[2]	Street Exits[3]
Dec 2018	25		8	5
Jan-Mar 2019	222		42	9
April-June 2019	221	96	76	7
July 2019	43	44	78	8
Aug 2019	56	36	68	3
TOTAL	**567**	**176**		**32**

- Annual net societal cost savings for exiting **32** homeless neighbors from the streets: **$279,552**[4]

Community Engagement

City Net staff participated in the following meetings to build relationships with key stakeholders in the region and to build capacity for future collaborative efforts:

- 8/1/19: Corona Shelter conference call. City Net participated in a conference call with city staff about outreach efforts related to the Corona Norco Rescue Mission.
- 8/6/19: National Night Out. City Net representatives attended this CPD-hosted event. Approximately 80 people visited the booth, interacting with staff and asking questions regarding City Net's mission.
- 8/13/19: Outreach Grid app demo. City Net partners with Outreach Grid to serve as the user platform and internal client management database. One of the developing features is an app that will allow for HLOs and other city staff to make secure referrals to City Net through the app regarding homeless neighbors who need assistance. On 8/13 and 8/15, City Net met with Outreach Grid to review and provide feedback for the app.
- 8/26/19: Sober Living Center Tour. Staff met with/toured sober living home in Corona.

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[1] **Outreach Contacts** reflect the number of interactions for the specific purpose of reaching out to unsheltered homeless neighbors in a process of building trust and offering support toward the long-term goal of connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. These activities are intended to help homeless neighbors to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; housing stability case management; and other Federal, State, local, or private assistance available to assist the program participant in obtaining housing stability.. This number can be duplicated in any given reporting period.

[2] **Client Engagement** reflects the current number of homeless neighbors who are voluntarily engaged in a formal case management relationship with City Net. Case managers work with clients to achieve progress on a mutually-agreed upon plan to attain housing and supportive services. Case managers follow-up with housed clients for 6 months after housing to ensure a successful placement. Active cases are engaged once a week on average, and are considered inactive after 90 days of no contact.

[3] **HUD Street Exits** are defined by HUD and enumerated in the HUD systems performance report, and City Net uses these designations for all street exits achieved through the efforts of two or more agencies working together within the context of the homeless collaborative in the city. HUD designates some of these street exits as "temporary" and some as "permanent", and City Net exercises discretion to count as exited those homeless neighbors who have a reasonable plan in place to move from temporary shelter to permanent housing.

[4] The average gross monthly cost for each homeless neighbor is $1,446 per month, according to a landmark 2009 financial study of 9,186 homeless individuals in Los Angeles County ("Where We Sleep: Costs When Homeless and Housed in Los Angeles" Economic Roundtable, 2009, http://www.economicrt.org/pub/). The study derived this amount by examining the monthly cost burden shared by 16 public and private agencies and programs: Department of Public Health, Department of Mental Health, Probation Department, Homeless Services Authority services, Department of Health Services (DHS) hospital-inpatient, DHS outpatient clinic, DHS emergency room, Department of Public Social Services (DPSS) General Relief, DPSS Food Stamps, DPSS General Relief Housing Vouchers, Sheriff mental health jail facility, Sheriff general jail facility, Sheriff medical jail facility, private hospitals-emergency room, private hospitals- inpatient, and paramedics. There is still a cost burden when homeless neighbors are housed, because they continue to draw on these agencies, but the study found the costs were reduced by 50%, saving $728 per month per person when a homeless neighbor is housed.

September 12, 2019
matt@citynet.org

- 8/26/19: Collaborative Partnership Meeting with Corona Parent Center to explore local homelessness prevention and diversion strategies.
- 8/28/19: Riverside County Continuum of Care (CoC) Meeting. City Net participated as a voting member in monthly meeting governing the affairs of the CoC.
- 8/28/19: Riverside County CoC Planning Committee Meeting. City Net leadership attended planning meeting following the CoC meeting.
- 8/29/19: Riverside County Board of Governance Special Meeting. City Net leadership attended BoG meeting to review progress on HEAP-funded projects.

Summary of Outreach Event Activities and Locations

Date	Client Activity(ies)	Location(s)
8/2/2019	Client engagement, Outreach contact, New intake	City Park, McDonalds on Lincoln
8/5/2019	Client engagement, Outreach contact	Lincoln/Railroad
8/7/2019	Client engagement, Outreach contact	Main Street Burlington Plaza
8/9/2019	Client engagement, Outreach contact	City Park, North end of McKinley behind UFC Gym, Walmart shopping center, Fed Ex office, South end of McKinley Chuck E Cheese shopping center. Magnolia and McKinley shopping centers.
8/12/2019	Client engagement, Outreach contact	City Park, North end of McKinley behind UFC Gym, Walmart shopping center, Fed Ex office, South end of McKinley Chuck E Cheese shopping center. Magnolia and McKinley shopping centers.
8/14/2019	Client engagement, Outreach contact	Palisades Wash, Green River Serfas club encampment
8/16/2019	Client engagement	Palisades Wash, Green River Serfas club encampment
8/19/2019	Client engagement, Outreach contact	McKinley shopping center
8/21/2019	Client engagement, Outreach contact	City Park, Serfas Club encampment East of McDonalds, Sixth Street from Main to Serfas club. Riverside University Health System, Moreno Valley Riverside County Hospital
8/23/2019	Client engagement, Outreach contact	Serfas Club encampment, 6th St., McKinley shopping center, North and South end of McKinley
8/26/2019	Client engagement, Outreach contact	City Park, McKinley shopping center, The Parent Center, Sober Living Shelter
8/28/2019	Client engagement, Outreach contact	City Park, Civic Center, Sixth St.
8/30/2019	Client engagement, Outreach contact	Main Street shopping centers, McKinley shopping center north and South end.

Client Expenses

Date	Amount	Comment
8/6/19	$20.04	Transportation for client to Path of Life
8/6/19	$31.35	Transportation for client to Path of Life
8/9/19	$26.32	Transportation for client to doctor's office in Lake Elsinore
8/9/19	$27.72	Transportation for client from doctor's office back to Corona
8/12/19	$20.09	Transportation for client to Path of Life
8/28/19	$26.37	Transportation for client from doctors to Path of Life
TOTAL	**$151.89**	

Recent Street Outreach/ Case Management Successes (most recent at top)

8/12/19: While we were on outreach, we encountered homeless male client. As we approached him, he mentioned it was really nice that we were talking to him because everyone has been ignoring him due to his appearance. We explained to him that we were an outreach team and wanted to connect him to resources if he was looking for assistance. He told us he really wanted to get into a shelter so that he would have somewhere to stay to get stable and start looking for employment. City Net was able to refer client to the Path of Life shelter and provided him transportation to the shelter. Client is hoping to get into the transitional program soon, to be able to establish himself and get back to working.

8/5/19: We initially met homeless male client in December during Corona's census count, living near the freeway ramp next to the McKinley shopping plaza. Recently during outreach with Corona PD, we encountered client and his partner in the tunnels near the riverbed. When we spoke with him, he told us he has been homeless for two years in California and was originally from out of state. He moved to California due to an argument he had with his family. He expressed interest in detox and possibly shelter. We called 211 together and they gave him an appointment to complete his initial intake. After speaking with 211, we discussed shelter, explaining to him that he would need a stable place to stay until he can get into a detox center. Although he was hesitant at first, he decided to give it a try and City Net provided him transport to the shelter. After client started staying at the shelter, he was able to get to the walk-in center for 211 to complete his intake in person. We continue to work closely with client to look for alternative detoxes while he waits for an opening through 211.

7/10/19: While on outreach with Corona PD, team received a disturbance call at the public library. The officers mentioned that they have been receiving several calls from this transient individual and would like for us to talk to him. When we arrived, we met client who has been homeless for many years and moved to Corona seven months ago. While we were completing the intake, client disclosed that he had a partner who lived in Cypress, but he was unsure whether she would talk to him. We offered to contact her on his behalf to explain his situation. While talking to his partner we were able to mediate their previous problems and they mended their differences. She agreed to let him stay with her and asked if we could assist with getting him to her house. City Net helped with his transportation to her property in Cypress.

7/8/19: We initially met homeless family three months ago during outreach. At the time, the family was looking to obtain motel voucher assistance while they worked on finding employment. They were also concerned about safety at a shelter

and for that reason they were hesitant to go to one. On 7/8/2019 Officer Carbajal encountered the family at Promenade Park. While talking to the officer, the mother disclosed that they have been staying at the park and storing their belongings at a resident's home. The officer also discovered that their son has not been registered for school in over a year. Client informed the officer that it has been challenging to enroll her son in school when they do not have stability. We encouraged the client to go to The Path of Life family shelter and work towards stability. Client agreed to go to the shelter with her family. Since then, the family has been able to enroll their son in school and applied for rapid rehousing program.

6/28/19: Male client who has experienced homelessness on and off since he was a child. His most traumatic episode of homelessness began when his father passed away a couple of years ago. It was then when he lost everything; his vehicle, job and home were all taken from him. The client has been to various shelter programs including The Salvation Army, and The Courtyard in Orange County. The client often claimed he had a substance abuse issue just to get into a program even when he did not. Most recently the client found himself homeless again in Corona and sleeping in his mother's vehicle. On 6/28 case managers met with the client and his mother. She informed case managers that his goal was to go into the Rescue Mission. The client and his father had experienced homelessness when he was a child and he had fond memories of The Rescue Mission. Because the process to get into the mission requires time, case managers were eager to get the client into an emergency shelter. On that same day case managers referred the client to Path of Life shelter in Riverside. Because he was not familiar with the area, City Net provided the client with a 7-day bus pass to be able to come to Corona daily to reconnect with his mother. Case managers continue to work with the client to help guide him until he is accepted into the Rescue Mission.

6/24/19: Case managers met client on outreach during one of the city's monthly park clean ups. While talking to the client, he disclosed that he has been homeless for 5 years and was sober until the day he moved into the park. He also disclosed that his homelessness was caused by broken relationships with his children. Throughout our conversation, the client would frequently mention his desire to get sober and mend the problems between his family. The following week case managers proceeded to encourage him to complete the intake with 211 for a medical detox, but he was discouraged and gave up. After multiple interactions and follow ups, case managers built a trusting relationship with him. On 6/17 City Park was cleared and individuals were no longer allowed to have their tents there. This is when the client finally realized he needed to take the necessary steps to move forward. Case managers reintroduced the idea of a medical detox for him and he was on board. City Net called Menifee Global Detox for him to complete the initial intake, then received an appointment for a phone interview. On the day of his interview case managers searched for the client to make sure he completed the interview. After two weeks of extensive intakes, the client was given an admittance date! On the day of his admittance, City Net helped him gather his belongings and transported him to the facility for a warm hand off. Case managers have called to check in on the client and he is doing well; he will be connected to another rehabilitation facility after his detox. Through continuous efforts the client is now heading towards recovery and is no longer homeless.

5/15/19: Homeless couple has lived in Corona for many years. Six months ago, they found themselves struggling financially and their families moved away which ultimately led them to becoming homeless. City Net met the couple at City Hall, they wanted to get into shelter because the girlfriend has congestive heart failure. The male client mentioned that his mother may be able to take them in so that they won't have to stay outdoors with their health problems. City Net case managers reached out to his mother and she was very receptive to having him come home. In collaborative efforts with Corona PD, case managers transported the clients to the Greyhound bus station in Claremont. City Net assisted with the fares for the clients and purchased lunch and food gift cards for their ride home. Case managers followed up with the

clients and provided different resources for their new housing destination. We followed-up after the trip and the clients reported they made it safely and they are now in a stable environment working towards employment.

4/26/19: Older homeless woman has lived in Corona for over 10 years and has struggled with substance abuse and homelessness. She has reportedly been living in and out of a house that is often raided by Corona PD for drug and gang activity. For the past 6 months, client has been living with her mother in a senior community. The policy of this senior community does not allow her to live with her mother and so far she has not been seen by security. Because she may be forced to leave at any given moment, client's brother called the City Net outreach line on her behalf. Client and brother met with staff at the Corona Public Library during in-reach and discussed various housing options. After much discussion, client agreed to go to Set Free in Lake Elsinore. On 4/29, client was transported to Set Free with our staff and was dropped off for intake.

4/22/19: Young male client has been homeless for the past 7 years. He reported of struggling with drug addiction and was diagnosed with a form of developmental delay. He came to Corona hoping to find resources and a place to sleep as he makes his way to Redding, CA. Client stated that he would like to connect with his case worker in Redding who is working on placing him into a group home. Staff members approached client at City Park on 4/22/19 where he had been staying for the past 3 days. After meeting with staff, client expressed an interest in case management services from City Net and was willing to explore any shelter options that is available to him. Client agreed to stay at the Path of Life shelter in Riverside. Staff transported client to the Settlement House in the City Net van. Client was able to obtain a sack lunch and a new outfit from their thrift store. Client was then transported to Path of Life and was dropped off for intake.

4/2/19: In early March a homeless woman was referred to City Net by city staff, who in turn was alerted by a Pastor in Norco. Client was a Corona resident who became homeless and living in her car with her emotional support dog. She struggles with mental health issues and is on disability, but not a large enough amount to make rent. She has been on the list for Section 8 housing for 3 years. While living in her car she had been making installment payments on an old 24-foot trailer she was planning to live in. To further complicate matters, the trailer was in Hemet and she wanted to live locally but didn't have a car that could tow the trailer. City Net's case manager helped her through multiple RV Park applications and city staff reached out to various local stakeholders to find financial assistance and other resources. It was a group effort and many different organizations (Crossroads, City of Riverside, Corona-Norco Rescue Mission, Path of Life, Starting Over, and more) were contacted, which yielded the money she needed to move into an RV Park. City Net staff helped her with her move in and paperwork. Furthermore, City Net and Crossroads Church worked together to pay her deposit, application fee, first month's rent and towing fees ($1450 in total). Client was very thankful and grateful for everyone's assistance and was relieved to finally have a place to call home.

3/11/19: Client reached out to City Net via the outreach line and inquired about City Net services. She was previously staying in a church home but was unable to stay due to a conflict with other housemates. Client has experienced homelessness off and on over the years and is accustomed to going from one home to another. She reached out to New Beginnings, a church that she recently connected with. From there, she was referred to City Net and made an appointment to meet with Case Managers later that week. Client was in desperate need of shelter and was willing to go anywhere where she felt comfortable. City Net then recommended the client to Set Free - a transitional program for men and women in Lake Elsinore. After speaking with the staff at Set Free and a moment of prayer, the client decided to go to Set Free and was transported to Lake Elsinore with City Net staff. Client was welcomed with open arms to a household of women who said to her at her arrival that they "never turn anyone away."

3/7/19: Client was approached by City Net at Rinpau Park. Client expressed a strong desire to be sober and to get off the streets due to the dangers of her environment and cold weather. Client is a well-known homeless neighbor who has been approached by Corona Police Department numerous times and has often shown signs of significant disabilities. With the help of City Net, client was able to obtain new, warm clothes and a sack lunch from the Settlement House. Client was later transported by City Net to the Social Services office to apply for benefits. Client completed her day as City Net funded transportation to Path of Life. Staff connected with client again a week later when she was in Corona visiting her son. Client reported that she had a positive experience at the shelter and that she was only visiting Corona.

3/6/19: Client reached out to City Net via the outreach line. He sometimes lives in a house owned by a relative, but she cannot always accommodate client. Client was looking to stay away from Corona and be somewhere safe and warm. After presenting client with multiple options, he agreed to go to Path of Life Homeless Shelter in Riverside. After completing an intake with City Net, client was given a bus pass and directions on how to reach the shelter. Client later contacted staff and reported that he made it safely to the shelter and shared his gratitude. Client recently contacted staff earlier this week and reported that he is still at the shelter and thanked City Net for the assistance.

2/8/19: Client is a high-profile local resident of Corona who was recently imprisoned for the past 5 years. He has been homeless for 6 months and is struggling with addiction to heroin. Client has been approached by Corona PD on a regular basis regarding his behavior and is also currently on parole. We have worked with client since the start of this project and he has had a difficult time staying sober and being proactive. However, with the guidance of City Net staff, client decided to enroll himself into the Salvation Army in Perris. He was transported to the facility by City Net staff and we assisted him with his intake process. After recently following up with the client, we have learned that client's stay at the Salvation Army was short lived. However, client continues to express a strong interest in recovery and continues to work with City Net to find an alternative solution.

Homeless Services Dashboard Report
August 2019

Housing Destination Chart

	HUD HMIS Exit	HMIS Code	Type	Exits
Homeless Shelters	Place not meant for habitation	16	Temporary	**0**
	Emergency shelter, including hotel or motel paid for with emergency shelter voucher	1	Temporary	**17**
	Safe Haven	18	Temporary	**0**
	Transitional Housing for homeless persons (including homeless youth)	2	Temporary	**3**
Sheltered Temporary Situations	Hotel or motel paid for without emergency shelter voucher	14	Temporary	**5**
	Residential project or halfway house with no homeless criteria	29	Temporary	**0**
	Staying or living with family, temporary tenure (room, apartment, or house)	12	Temporary	**0**
	Staying or living with friends, temporary tenure (room, apartment, or house)	13	Temporary	**1**
Institutional Situations	Psychiatric hospital or other psychiatric facility	4	Temporary	**1**
	Substance abuse treatment facility or detox center	5	Temporary	**1**
	Hospital or other residential non-psychiatric medical facility	6	Temporary	**0**
	Jail, prison, or juvenile detention facility	7	Temporary	**0**
	Foster care home or foster care group home	15	Temporary	**0**
	Long-term care facility or nursing home	25	Permanent	**0**
Continuum PH	Rental by client, with RRH or equivalent subsidy	31	Permanent	**0**
	Permanent housing (other than RRH) for formerly homeless persons	3	Permanent	**0**
Rent/Own with Subsidy	Rental by client, with GPD TIP housing subsidy	28	Permanent	**0**
	Rental by client, with VASH housing subsidy	19	Permanent	**0**
	Rental by client, with other ongoing housing subsidy	20	Permanent	**0**
	Owned by client, with ongoing housing subsidy	21	Permanent	**0**
Rent/Own no Subsidy	Rental by client, no ongoing housing subsidy	10	Permanent	**1**
	Owned by client, no ongoing housing subsidy	11	Permanent	**0**
Other Perm	Staying or living with family, permanent tenure	22	Permanent	**3**
	Staying or living with friends, permanent tenure	23	Permanent	**0**
Other	Deceased	24	Other	**0**
			TOTAL	**32**

September 12, 2019
matt@citynet.org



Public Works Department

TRAFFIC FOLLOW-UP

Dennis Ralls, T.E. – City Traffic Engineer

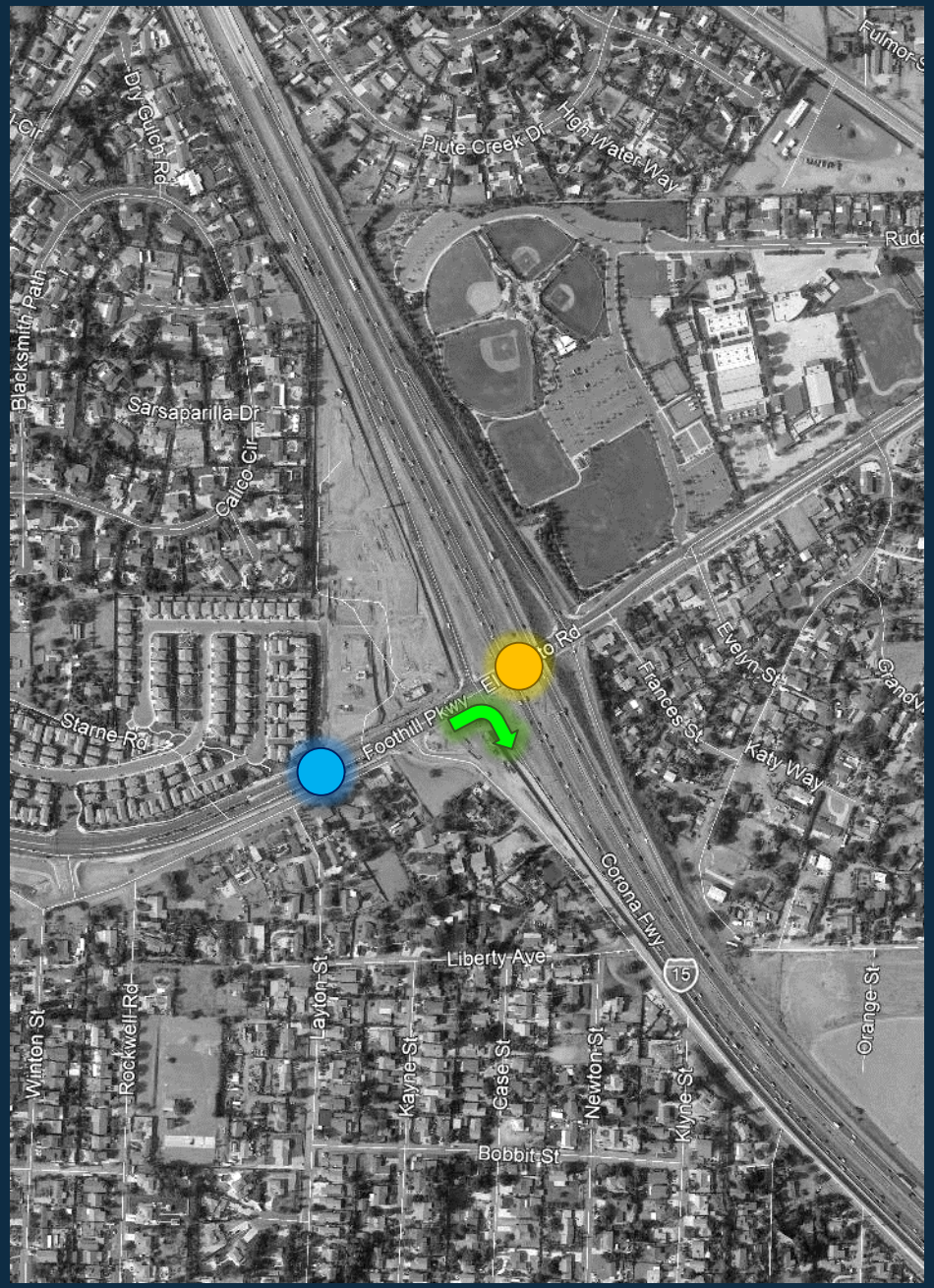
22

Corona Traffic Follow-up



Follow-up to Traffic Update on April 17

- Foothill / El Cerrito Traffic
- Auto Center / Serfas Club Restripe
- Green River Ramp Meter / Traffic



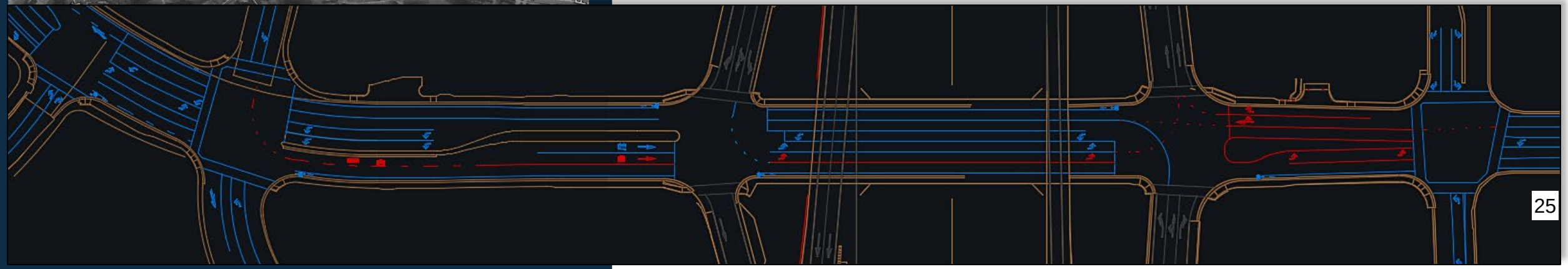
Foothill / El Cerrito Traffic

- I-15 Express Lanes Project
  - Reduced WB Traffic Continues
- Foothill / Via Gunnoe Signal Running
  - Final touches continue
- Extend 3rd Foothill EB Lane to I-15 SB
  - Scheduled to open in a couple weeks
- Traffic Signal Coordination with Caltrans & Riverside County
  - AM Coordination in progress



Serfas Club / Auto Center

- Proposal to Modify Roadway Striping
  - Rejected by Caltrans
    - Substandard Lane Widths
    - Removed Bike Lane
  - Next steps
    - Full Traffic Study
    - Coordination with Riverside County





Green River Traffic

- Promenade Center Cut-Through
  - Reduced Dramatically
- SR-91 WB Ramp Meter
  - Letter to Caltrans (7/11)
  - Technical Meeting with Caltrans (8/22)
    - Initial Request = Significant Modification
    - Current operations
    - Integrated Corridor Management
    - Other options
  - Damaged Aug. 11th
  - Repaired by Sept. 2nd (Labor Day)
    - Increased Backup
  - 2018 Green River Ramp Meter Study
    - Sept – Oct

Green River Ramp Study (Sept-Oct 2018)



Study Summary

- Meter On (9/10-14)
- Meter Off (9/17-21)
- Meter Off (9/24-28)
- 2-Cars/Green (10/1-3)
  - Terminated Early
- Travel Time Runs
  - 91 ML: (McKinley to 241)
  - Green River / Foothill
- Traffic Counts
- Drone Video
- Fixed Camera Video

Study Results Summary

Meter Off Changes

- Fwy Travel Time: +3 min
- G.R. Travel Time: -12 min

- Fwy Vol (Co. Line): -600
- G.R. Vol (On-Ramp): +700

- Net Vehicle-Hours: +270

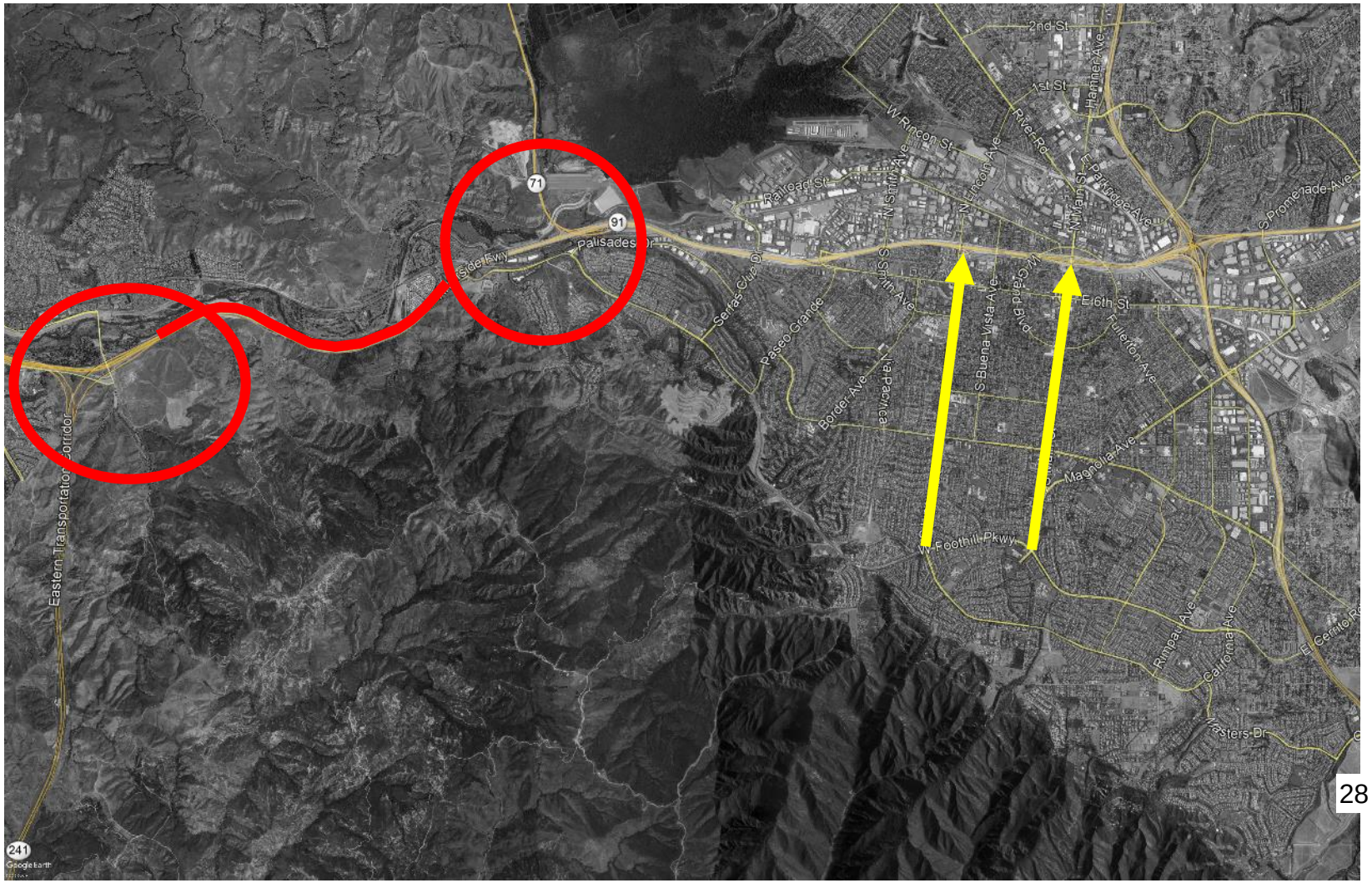
Other traffic efforts in the works…

Alternate Route Enhancements

- Main St & Lincoln Ave

Regional Improvements

- WB 91 Aux Lane to 241
- 241/91 Toll Connector
- 9171 Interchange



QUESTIONS?



(951) 279-3664



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City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Wednesday, August 28, 2019

3:30 PM

Council Chambers

Study Session

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

Jason Scott, Mayor
Jim Steiner, Vice Mayor
Yolanda Carrillo, Council Member
Jacque Casillas, Council Member
Wes Speake, Council Member

Rollcall

Present: 5 - Jason Scott, Jim Steiner, Yolanda Carrillo, Jacque Casillas and Wes Speake

Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Casillas.

1. Call To Order

Mayor Scott called the meeting to order at 3:35 p.m.

The following item was taken out of order.

3. Public Comments

None.

2. Agenda Items

A. 19-0755 Presentation on assessment of City Operations by Mitchell Lansdell, Acting City Manager.

Mitchell Lansdell, Acting City Manager, provided a presentation. He provided an overview of the following: Core Values; Budgeted Quality of Life Service Enhancements; Organizational Assessment Process; Strategic Plan Components; Strategic Plan; Fiscal Accountability & Sustainability; Employee Committee: Fiscal Accountability & Stability; Organizational Efficiency/Workforce Excellence & Support; Employee Committee: Organizational Efficiency/Workforce Excellence & Support; Organizational Efficiency/Workforce Excellence & Support; and next steps.

The Council thanked and commended Mr. Lansdell for his presentation and his work. The Council made comments regarding the presentation. Vice Mayor Steiner inquired about audits and Mr. Lansdell provided clarification. Mr. Lansdell made closing remarks regarding his presentation.

4. Adjournment

Mayor Scott adjourned the meeting at 4:43 p.m.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Wednesday, September 4, 2019

6:30 PM

Open Session Council Chambers

City Council

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

Jason Scott, Mayor
Jim Steiner, Vice Mayor
Yolanda Carrillo, Council Member
Jacque Casillas, Council Member
Wes Speake, Council Member

Revised Agenda on September 3, 2019 at 9:50 a.m.
Item 1C File No. 19-0793 has been added to the agenda.

Rollcall

Present: 4 - Jason Scott, Jim Steiner, Jacque Casillas, and Wes Speake

Absent: 1 - Yolanda Carrillo

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Jim Steiner.

6:30 P.M. CONVENE OPEN SESSION

Mayor Scott called the meeting to order at 6:30 p.m.

1. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

A. 19-0777 Proclamation: Prostate Cancer Awareness Month.

B. 19-0790 Proclamation: 2020 Census.

Karla Lopez Del Rio and Christopher Hernandez accepted the Proclamation.

C. 19-0793 Recognition: Nelson Nelson Retirement.

Nelson Nelson, Public Works Director, accepted recognition.

D. 19-0771 Presentation: Economic Development update on Corona 2020 Program, Corona Chamber of Commerce.

Bobby Spiegel, President CEO of the Corona Chamber of Commerce, provided an update and local businesses received recognition.

Chad Willardson, City Treasurer, reported that he will be providing a Treasury update in January 2020. He announced an upcoming event on Social Media and Mental Health presented by Collin Kartchner on September 6, 2019 at 6:00 p.m. at Centennial High School.

2. MEETING MINUTES

A. 19-0770 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 Meeting of

August 21, 2019.

A motion was made by Council Member Casillas, seconded by Vice Mayor Steiner, that these Minutes be accepted. The motion carried by the following vote:

Aye: 4 - Scott, Steiner, Casillas, and Speake

3. CONSENT CALENDAR

A motion was made by Council Member Speake, seconded by Council Member Casillas, that the Consent Calendar be accepted. The motion carried by the following vote:

Aye: 4 - Scott, Steiner, Casillas, and Speake

A. 19-0698 City Council consideration of a purchase and sale agreement with Corona Industrial Park, LLC for the sale of 76,066 square feet of excess right-of-way and down slope property along Lincoln Avenue; and authorization of a general fund revenue increase of $95,100.

This Agreement was accepted.

B. 19-0699 City Council consideration of a Purchase and Sale Agreement with Corona Industrial Park, LLC for the purchase of 4,360 square feet of improved property along Rincon Street; and an appropriation of $277,389 from the Electric Utility Fund (578).

This Agreement was accepted.

C. 19-0760 City Council consideration of Improvement Agreements and Security Substitution for Lots 28, 29, 33, and 34 and Lot P, Tract Map 37030 - Woodside 05S, LP, a California Limited Partnership.

This Agreement was accepted.

D. 19-0761 City Council consideration of accepting the Zone 5 Emergency Booster Station public improvements associated with Tract Map 36541-1 and release the appropriate Improvement Securities - Ryland Homes of California, Inc., a Delaware Corporation.

This Release of Security was accepted.

E. 19-0767 City Council consideration to authorize the City Manager to sign the Interlocal Agreement concerning the distribution of the U.S. Department of Justice 2019 Local Edward Byrne Memorial Justice Assistance Grant.

This Agreement was accepted.

F. 19-0764 City Council consideration of an extension of time for Tentative Tract Map 35576R, located on the south side of Masters Drive and east of Nelson Street - Corona Masters, LLC.

This Extension of Time was accepted.

G. 19-0762 City Council consideration of releasing the Grading and Improvement Securities associated with 1209 West Sixth Street - Nolasco T. Sta Ana and Gloria P. Sta Ana, Trustees of the Nolasco and Gloria Sta Ana Living Trust 1996.

This Release of Security was accepted.

H. 19-0763 City Council consideration of releasing the Grading and Improvement Securities associated with 3180 Garretson Avenue - Mohammed Altaf Hussain and Mohammad Imtiaz Hussain.

This Release of Security was accepted.

I. 19-0753 City Council to receive and file Personnel Report.

This Report was received and filed.

J. 19-0765 City Council consideration of Resolution No. 2019-078 attesting to the veracity of the data contained in the 2018 Power Source Disclosure Program Annual Report and associated Power Content Label for year ending December 31, 2018.

This Resolution was adopted.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

A. Non-Profit Organizations

Blanca Arellano, National Community Renaissance (CORE), addressed the Council to provide an overview on the CORE Organization in Corona.

Patricia Whitaker, National Community Renaissance (CORE), addressed the Council to provide an overview on the CORE Organization and invited the Council to visit their site.

Sarah Nelson and Julian Sachs, addressed the Council to announce the Health Fair hosted by Citrus Valley Medical Associates and the Corona-Norco Family YMCA on September 14, 2019 from 10:00 a.m. to 3:00 p.m. at 2250 S. Main Street.

B. General Public Comments

Robert Mirshafiee, resident, addressed the Council to express concerns with developer signs on public right-of- way.

John Donaldson, resident, addressed the Council to express concerns with Riverside County Transportation Commission (RCTC).

Joe Morgan, resident, addressed the Council to discuss the Personnel Report on the Consent Calendar.

The following item was taken out of order.

7. REPORTS FROM CITY COMMISSIONS, COMMITTEES, AND BOARDS

Parks and Recreation Commissioner Michelle Wentworth provided an update.

A. 19-0739 City Council consideration of CUP2019-0001, a Conditional Use Permit application to construct a 2,243-square-foot restaurant with drive-through services on a vacant 0.39-acre pad within an existing commercial center (located on the south side of Green River Road, east of Dominguez Ranch Road at 4300 Green River Road) in the NCD (Neighborhood Commercial District) designation of the Sierra Del Oro Specific Plan (SP85-02). (Applicant: Milton Economy)

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

The Council took no action.

5. PUBLIC HEARINGS - 6:30 P.M.

A. 19-0776 Public Hearing for City Council consideration of Resolution No. 2019-079 Revising the Citywide Master Fee Recovery Schedule and Recovery Percentages.

Mayor Scott announced that there were revisions to Resolution No. 2019-076 and copies of the revisions can be viewed with the City Clerk.

Ms. Kerry Eden, Assistant City Manager/Administrative Services Director, introduced the item and Mr. Jeff Wakefield from MGT Consulting provided a presentation on the Citywide Master Fee Recovery Schedule and Recovery Percentages. Council Member Speake had inquiries on the presentation and Mr. Wakefield provided clarification.

Mayor Scott opened the Public Hearing and reported that correspondence regarding the item was received by the City Clerk's Office. The following citizens addressed the Council to express concerns with the proposed item: Joe Morgan, Morgan Keith, Damian Fussel, and Tom Richins. Mayor Scott closed the public hearing.

A motion was made by Vice Mayor Steiner, seconded by Council Member Casillas that this Resolution be adopted. Ms. Sylvia Edwards, City Clerk, provided clarification on the motion and noted that Resolution No. 2019-079 revises the Citywide Master Fee Recovery Schedule and Recovery Percentages repealing Resolution No. 2017-097. The motion carried by the following vote:

Aye: 4 - Scott, Steiner, Casillas, and Speake

6. LEGISLATIVE MATTERS

A. 19-0768 City Council consideration of Ordinance No. 3299, first reading of an Ordinance of the City of Corona, California amending Chapter 6.12 of the Corona Municipal Code regarding animal defecation on public property.

A motion was made by Council Member Casillas, seconded by Mayor Scott that this Ordinance be accepted. The motion carried by the following vote:

Aye: 4 - Scott, Steiner, Casillas, and Speake

8. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS AND COMMENTS REGARDING COMMITTEES

A. 19-0785 City Council consideration to receive minutes of the August 21, 2019 meeting of the 2019 Homelessness Resources Committee report by Jim Steiner and Yolanda Carrillo.

This City Council Member Written Committee Report was received and filed.

9. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS AND COMMENTS REGARDING REGIONAL BOARDS AND COMMISSIONS

None.

10. ADMINISTRATIVE REPORTS

None.

11. CITY ATTORNEY'S REPORTS

None.

12. CITY MANAGER’S REPORTS

None.

13. CITY COUNCIL MEMBER REPORTS

None.

14. CITY ATTORNEY'S COMMENTS

None.

15. CITY MANAGER'S COMMENTS

None.

16. CITY COUNCIL MEMBER COMMENTS

A. Council Member Yolanda Carrillo

Absent.

B. Council Member Jacque Casillas

Council Member Casillas provided an update on the joint meeting with Vice Mayor Steiner, Corona-Norco Unified School Board President Mary Ybarra and Board Member Bill Pollock. She stated that the meetings would be held on a bi-monthly basis. Council Member Casillas reported she attended the following events: the 19th Amendment anniversary event held at the Riverside Women's Club and Jess Hill Dedication at Corona High School. She provided an overview on both events.

C. Council Member Wes Speake

Council Member Speake discussed the Regional Housing numbers and noted that Joanne Coletta, Community Development Director, submitted a letter to Southern California Association of Governments (SCAG) to express concerns with the methodology used in the assessment and also expressed his concerns with the Regional Housing requirements. Council Member Speake provided an update on the meeting held City staff and representatives from Southern California Edison. He reported that there will be a scheduled power shut off in the Dos Lagos area on September 22, 2019 and further information will be provided once the details have been confirmed. Council Member Speake reported that he attended the Jess Hill Dedication.

D. Vice Mayor Jim Steiner

Vice Mayor Jim Steiner provided an overview on potential road improvements for the Green River and Serfas Club on-ramps. He noted that staff met with the California Department of Transportation (Caltrans) and Caltrans denied the proposed request by the City for the restriping of Serfas Club and the vehicle detection system on Green River. Vice Mayor Steiner requested that Public Works staff provide a presentation on the breakdown of the proposed request denied by Caltrans at the next City Council meeting. Vice Mayor Steiner also provided an update of the Green River on-ramp meter and requested that staff obtain data from Caltrans to show the significance of the impact on Green River.

E. Mayor Jason Scott

Mayor Scott provided a detailed overview on a meeting held with the Vietnam Delegation to discuss possible financial investment opportunities in Corona. He noted that the following cities were also invited to participate in the meeting: Eastvale, Menifee, Moreno Valley, Perris and Riverside.

Mayor Scott reported that he attended the following meetings/events: UNITY meeting, Live on the Lawn hosted by Kids Rock, Elks Car Show, Cannabis Committee meeting, Jess Hill Dedication, Special Forces Sports Day meeting . He provided an overview on each event.

17. ADJOURNMENT

Mayor Scott adjourned the meeting at 8:17 p.m. The next scheduled meeting of the City Council is September 18, 2019.

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M E M O R A N D U M

September 18, 2019

TO: **City Clerk**

FROM: **Kerry D. Eden**
Assistant City Manager/Administrative Services Director

SUBJECT: **Monthly Fiscal Report, July 2019**

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 July 2019, subject to final audit.

Prepared By:

DocuSigned by:
Bernadette Merced
Financial Analyst I

Reviewed By:

DocuSigned by:
Jennifer Schaefer
Finance Manager

Respectfully submitted:

DocuSigned by:
Cara Williamson
City Treasurer

DocuSigned by:
Kerry D. Eden
Assistant City Manager/
Administrative Services Director

Attachment

DocuSign Envelope ID: 3E67C1A4-A50B-42BB-95E9-D06E5B2737B3

CITY OF CORONA

Receipts and Disbursements

July 31, 2019

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	$ 2,325,187.27	$ 67,581,073.93	$ 67,831,115.53	$ 2,075,145.67
Deposits in Transit	641,812.80	403,289.80	641,812.80	403,289.80
Outstanding Checks	(1,277,450.18)	1,277,450.18	1,061,056.41	(1,061,056.41)
Fiscal Agents	42,120,723.33	63,323.71	49,552.37	42,134,494.67
Investments	332,056,804.40	31,941,402.86	57,172,674.68	306,825,532.58
Unrealized Investment Gain(loss)	3,105,387.25	0.00	0.00	3,105,387.25
Change Fund	10,648.00	0.00	500.00	10,148.00
Returned Checks	4,544.78	27,632.09	30,439.08	1,737.79
Pcard Reconcling Items	(1292.99)	1292.99	93.49	(93.49)
Credit Card Reconciling Items	0.00	0.00	0.00	0.00
TOTAL	$ 378,986,364.66	$ 101,295,465.56	$ 126,787,244.36	$ 353,494,585.86

*For information purposes only

Subject to final audit

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CITY OF CORONA
Cash Balance By Fund
July 31, 2019

General Fund		$ 75,670,202.36
Special Revenue Funds		
Gas Tax	6,666,383.09	
Measure A	14,479,687.91	
Trip Reduction	1,357,961.56	
Asset Forfeiture	624,329.20	
Development	28,935,787.98	
Residential Refuse/Recycling	82,657.57	
Landscape and Streetlight Maintenance	21,148,167.29	
Other Grants and Endowments	532,932.24	73,827,906.84
Debt Service Funds		
Public Financing Authority	456.71	456.71
Capital Project Funds		
Housing/Community Development	(491,019.64)	
Planned Local Drainage	359,706.64	
Other Grants	(4,693,960.56)	
Public Facility Project	(709,843.38)	
Housing Authority	9,887,448.65	4,352,331.71
Enterprise Funds		
Water Utility	36,507,247.76	
Water Reclamation Utility	65,582,438.79	
Transit	300,793.77	
Electric Utility	21,186,445.57	
Airport	656,174.91	124,233,100.80
Internal Service Funds		
Fleet Operations	7,629,058.94	
Workers' Compensation	24,343,435.56	
Liability Risk	1,624,096.67	
Warehouse Services	364,361.87	
Information Technology	1,663,055.99	35,624,009.03
Fiduciary Funds		
AD & CFD Bond Funds	28,275,793.98	
AB109 PACT	207,791.47	
Successor Agency	11,302,992.96	39,786,578.41
Total All Funds		$ 353,494,585.86

Subject to final audit

DocuSign Envelope ID: 3E67C1A4-A50B-42BB-95E9-D06E5B2737B3

CITY OF CORONA
Cash Status Report
July 31, 2019

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	$ 28,787,356.15	$ -	$ -	$ -	$ 28,787,356.15
Investment Account	278,038,176.43				278,038,176.43
Investment Total	306,825,532.58				306,825,532.58
General Account - Bank of America	1,862,374.58	282,145.28	(1,027,140.80)	1,644.30	1,119,023.36
Worker's Comp Account - Bank of America	212,771.09	121,144.52	(33,915.61)		300,000.00
Fiscal Agent Accounts	42,134,494.67				42,134,494.67
Unrealized Investment Gain (Loss)	3105387.25				3,105,387.25
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & ADMINISTRATIVE SERVICES DIRECTOR	$ 354,150,708.17	$ 403,289.80	$ (1,061,056.41)	$ 1,644.30	353,494,585.86

GENERAL LEDGER GRAND TOTAL $ 353,494,585.86
Subject to final audit

DocuSign Envelope ID: 3E67C1A4-A50B-42BB-95E9-D06E5B2737B3

CITY OF CORONA
Investment Portfolio Report
July 31, 2019

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO	YIELD TO MATURITY
ABS	$ 15,319,819.94	$ 15,384,895.57	$ 15,280,293.98	4.98%	
Agency	79,720,000.00	80,207,499.03	79,778,543.52	26.00%	3.761
CMO	21,560,000.00	22,263,591.94	22,063,219.85	7.19%	
Commercial Paper	2,500,000.00	2,481,556.25	2,481,556.25	0.81%	0.236
Foreign Corporate	6,780,000.00	6,965,792.34	6,828,315.20	2.23%	
LAIF	28,787,356.15	28,787,356.15	28,787,356.15	9.38%	0.680
Money Market Fund FI	1,086,081.99	1,086,081.99	1,086,081.99	0.35%	0.150
Supranational	13,985,000.00	13,971,760.48	13,874,228.10	4.52%	
US Corporate	65,704,000.00	66,507,957.77	65,353,537.75	21.30%	4.090
US Treasury	71455000.00	71527238.23	71292399.79	0.23	4.337
TOTAL PORTFOLIO	$ 306,897,258.08	$ 309,183,729.75	$ 306,825,532.58	100.00%	2.220
Average Daily Balance			$ 335,669,684.00		

Subject to final audit

ORDINANCE NO. 3299

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING CHAPTER 6.12 OF THE CORONA MUNICIPAL CODE REGARDING ANIMAL DEFECATION ON PUBLIC PROPERTY

WHEREAS, the Riverside County Watershed Protection ("RCWP") program is a partnership between the County of Riverside, the Coachella Valley Water District, the Riverside County Flood Control & Water Conservation District and 27 cities, including the City of Corona ("City"), that manages watershed programs focused on sustainable and productive use of our natural resources; and

WHEREAS, the RCWP seeks to protect surface waters by reducing water pollution that is carried by stormwater to local creeks and water ways leading to the ocean in order to maintain water quality for drinking, fishing, swimming and other activities; and

WHEREAS, it is recognized by RCWP that pet waste can introduce pollution into waterways, which can lead to bacteria problems that can spread diseases like Giardia and Salmonella and also nutrient problems, which can result in algae growth that, in turn, reduces the available oxygen in water for fish; and

WHEREAS, the City Council ("City Council") of the City recognizes that pet waste that is not picked up and disposed of properly, not only causes potential environmental and health issues and damage to landscaping, but it is also a nuisance to the public at large that reduces the quality of life.

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

SECTION 1. The City Council adopts the recitals set forth above as its findings in connection with the adoption of this ordinance.

SECTION 2. Sections 6.12.140 through 6.12.190 of Chapter 6.12 (Dogs and Cats – General Regulations) of Title 6 (Animals) of the Corona Municipal Code are hereby reorganized as follows:

A. Existing Section 6.12.140 (Impoundment of dogs and cats – Authorized – Registry) is renumbered as Section 6.12.150 (Impoundment of dogs and cats – Authorized – Registry).

B. Existing Section 6.12.150 (Impoundment of dogs and cats – Microchip scan – Notice) is renumbered as Section 6.12.160 (Impoundment of dogs and cats – Microchip scan – Notice).

C. Existing Section 6.12.160 (Impoundment of dogs and cats - Minimum holding period - Redemption, release or euthanasia) is renumbered as Section 6.12.170 (Impoundment of dogs and cats - Minimum holding period - Redemption, release or euthanasia).

D. Existing Section 6.12.170 (Impoundment of dogs and cats - Conditions of redemption or release) is renumbered as Section 6.12.180 (Impoundment of dogs and cats - Conditions of redemption or release).

E. Existing Section 6.12.180 (Violations and responsibility) is renumbered as Section 6.12.190 (Violations and responsibility).

F. Existing Section 6.12.190 (Other enforcement actions) is renumbered as Section 6.12.200 (Other enforcement actions).

SECTION 3. A new Section 6.12.140 (Animal defecation on public property) is hereby added to Chapter 6.12 (Dogs and Cats – General Regulations) of Title 6 (Animals) of the Corona Municipal Code to read as follows:

"**6.12.140 Animal defecation on public property.**

It shall be unlawful for the owner or person having the charge or control of any animal to permit such animal to defecate and to allow the feces to remain upon any public property, including parkways and rights-of-way, not owned or possessed by the owner or person having the charge or control of such animal, and the person shall immediately and securely enclose all feces deposited by the animal in a bag, wrapper, or other container and dispose of it in a sanitary manner in a proper waste receptacle. A blind person who has the charge or control of a guide dog shall be exempt from the provisions of this section."

SECTION 4. 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 18th day of September, 2019.

_____
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 4th day of September 2019, and thereafter at a regular meeting held on the 18th day of September 2019, 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 _____ day of _____, 2019.

_____
City Clerk of the City of Corona, California

SUMMARY

On September 18, 2019, the Corona City Council will consider adopting an ordinance regulating the proper disposal of pet waste from public property. A certified copy of the full text of this proposed ordinance is posted in the City Clerk's Office.

The City Council meets at 6:30 p.m. in the Council Chambers in the Corona City Hall, located at 400 South Vicentia Avenue. The City Clerk's office is located in City Hall near the Council Chambers.

File #: 19-0802

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of a Survey Monumentation Agreement for Parcel Map 30844 - Carlos Reynoso Padilla, Irene Macias Padilla, Angelique Macias Padilla-Hartog, and Alysia Macias Padilla-Vaccaro, Trustees of the 1996 Padilla Family Trust dated, October 31, 1996.

RECOMMENDED ACTION:
That the City Council authorize the Mayor to execute a Survey Monumentation Agreement between the City and Carlos Reynoso Padilla, Irene Macias Padilla, Angelique Macias Padilla-Hartog, and Alysia Macias Padilla-Vaccaro, Trustees of the 1996 Padilla Family Trust dated, October 31, 1996.

ANALYSIS:
Parcel Map 30844 is a proposed subdivision of 6.05-acres into three single-family residential lots located at 1516 Lemon Grove Lane, at the southeast intersection of Lemon Grove Lane and Golden Harvest Drive, in the R-A Zone, as shown on Exhibit “A.” An existing residence is located on Parcel 1. Parcel Map 30844 was originally approved by the City Council on September 3, 2003.

In accordance with the Subdivision Map Act, the developer will enter into a Survey Monumentation Agreement and post sufficient securities to guarantee the placement of all survey monuments, as specified by Parcel Map 30844. All public improvements required for the development of these parcels have been constructed.

Securities have been posted as follows:

	Faithful Performance		Labor and Materials	
	Security No.	Amount	Security No.	Amount
Survey Monumentation	PWLE2018-0022 (cash - R13877)	$2,000	N/A	N/A

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
All applicable fees have been paid by the developer as follows:

	Fee Type	Amount
Parcel Map Plan Check - PWLE2019-0022	Plan Check	$6,165.00
South Corona Landscape Improvement Fee	Development Impact Fee	$2,587.26
Parkland & Open Space (Quimby) Fee	Development Impact Fee	$25,416.00
Drainage Fee	Development Impact Fee	$2,352.00

ENVIRONMENTAL ANALYSIS:
In accordance with Section 15315 of the State Guidelines for the California Environmental Quality Act (CEQA), Parcel Map 30844 qualifies as a Class 15 Categorical Exemption. The property is zoned R-A, which is a single-family residential zone and is located in a residential area. The subdivision will result in three lots, which conform to the R-A standards and the City's General Plan designation of Single-Family Residential. No variances are associated with the subdivision. All services and access are available with the construction of the adjacent tract and designed per local standards. The property has not been involved in another subdivision within the previous two years, and the average slope of the property is less than 20 percent. Therefore, the project qualifies as an exemption under the referenced CEQA section and a Notice of Exemption has been filed.

However, this specific action before the Council is now exempt, pursuant to Section 15061(b)(3) of 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 action merely approves an agreement that provides security to guarantee the setting of survey monuments and there is no possibility that approving this agreement will have a significant effect on the environment. Therefore, no further environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit “A” - Location Map
2. Agreement

Owner: PFT Properties
133551 Magnolia Avenue
Corona, CA 92789

Engineer: Land Development Consultants
1520 Brookhollow Drive, Suite 33
(714) 557-7700

File #: 19-0802

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
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In accordance with the Subdivision Map Act, the developer will enter into a Survey Monumentation Agreement and post sufficient securities to guarantee the placement of all survey monuments, as specified by Parcel Map 30844. All public improvements required for the development of these parcels have been constructed.

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	Faithful Performance		Labor and Materials	
	Security No.	Amount	Security No.	Amount
Survey Monumentation	PWLE2018-0022 (cash - R13877)	$2,000	N/A	N/A

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
All applicable fees have been paid by the developer as follows:

	Fee Type	Amount
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However, this specific action before the Council is now exempt, pursuant to Section 15061(b)(3) of 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 action merely approves an agreement that provides security to guarantee the setting of survey monuments and there is no possibility that approving this agreement will have a significant effect on the environment. Therefore, no further environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

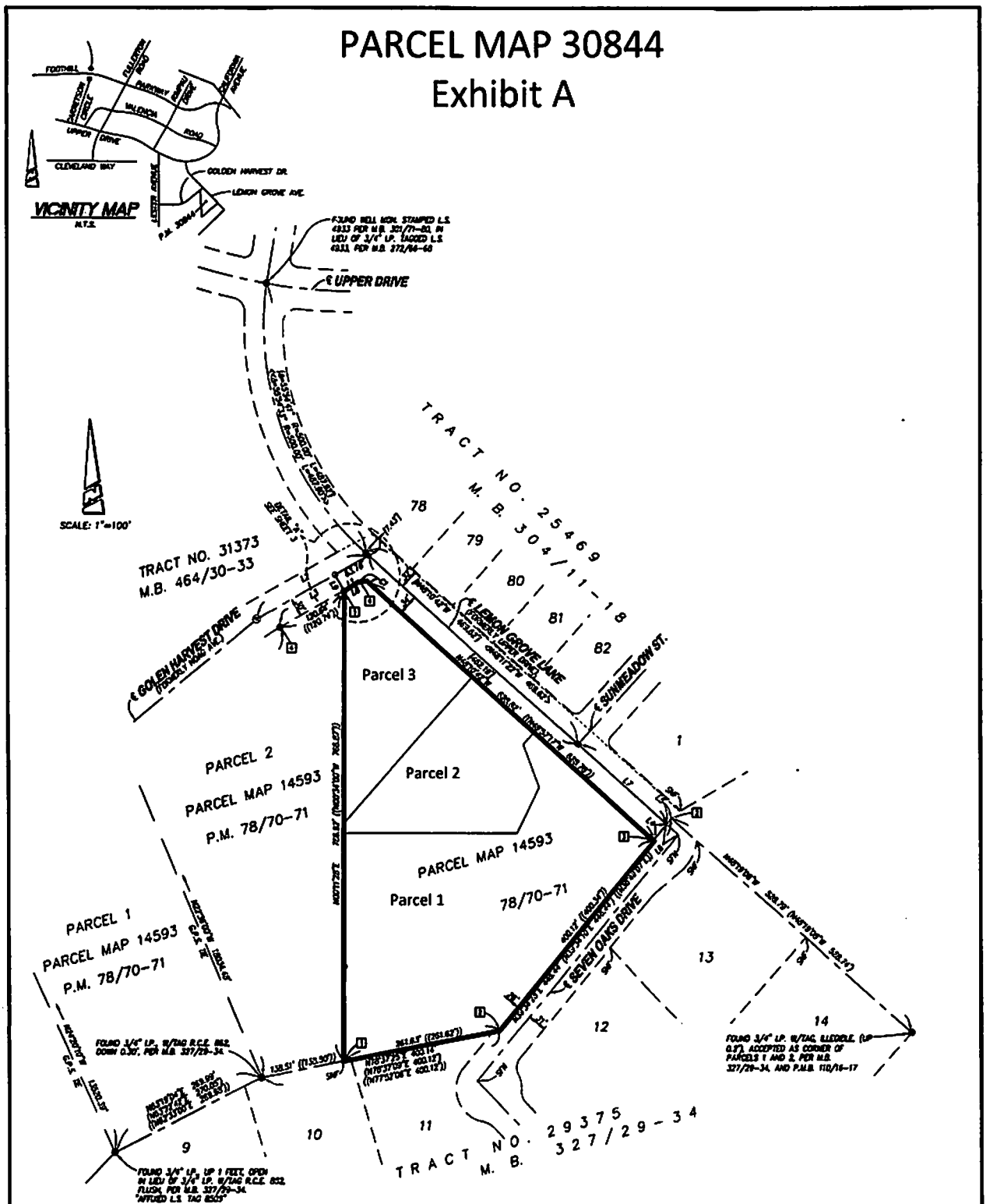
Attachments:

1. Exhibit “A” - Location Map
2. Agreement

Owner: PFT Properties
133551 Magnolia Avenue
Corona, CA 92789

Engineer: Land Development Consultants
1520 Brookhollow Drive, Suite 33
(714) 557-7700

PARCEL MAP 30844
Exhibit A



AGREEMENT FOR SURVEY MONUMENTATION
PARCEL MAP 30844

This Agreement is entered into as of this **18th** day of **September, 2019** , by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **CARLOS REYNOSO PADILLA, IRENE MACIAS PADILLA, ANGELIQUE MACIAS PADILLA-HARTOG, AND ALYSIA MACIAS PADILLA-VACCARO, TRUSTEES OF THE 1996 PADILLA FAMILY TRUST DATED OCTOBER 31, 1996** , with its principal office located at **1516 Lemon Grove Lane, Corona, CA 92881** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Parcel Map 30844** (hereinafter referred to as "**Parcel Map 30844** map") has submitted to the City for its approval and subsequent recordation a map prepared by **Inland Valley Surveying, Inc.**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **Parcel Map 30844** prior to having interior monuments set for said **Parcel Map 30844** Map, and in consideration has instructed to certify on said **Parcel Map 30844** Map that monuments will be set within **ONE YEAR** after recordation of **Parcel Map 30844** Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Two Thousand Dollars and No Cents ($2,000.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:
City of Corona
Public Works Dept.
400 S. Vicentia Avenue
Corona, California 92882

DEVELOPER:
Carlos R. Padilla and Irene M. Padilla
Angelique M. Padilla-Hartog
Alysia M. Padilla-Vaccaro
1516 Lemon Grove Lane
Corona, CA 92881

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

CARLOS REYNOSO PADILLA, IRENE MACIAS PADILLA, ANGELIQUE MACIAS PADILLA-HARTOG, AND ALYSIA MACIAS PADILLA-VACCARO, TRUSTEES OF THE 1996 PADILLA FAMILY TRUST DATED OCTOBER 31, 1996

By: _____
CARLOS REYNOSO PADILLA

By: _____
IRENE MACIAS PADILLA

By: _____
ANGELIQUE MACIAS PADILLA-HARTOG

By: _____
ALYSIA MACIAS PADILLA-VACCARO

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

By: _____
(City Clerk)

CITY OF CORONA

By: _____
(Mayor)

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

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES – DEVELOPER AND PUBLIC WORKS PROJECT FILE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE)

On August 28, 2019 before me, Carolina Castillo, Notary Public
(insert name and title of the officer)

personally appeared Carlos Reynosa Padilla and Irene Macias Padilla,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CAROLINA CASTILLO
Notary Public – California
Riverside County
Commission # 2209550
My Comm. Expires Aug 11, 2021

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE)

On August 28, 2019 before me, Carolina Castillo, Notary Public
(insert name and title of the officer)

personally appeared Angelique Macias Padilla-Hartog & Alysia Macias Padilla-Vaccaro, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

CAROLINA CASTILLO
Notary Public – California
Riverside County
Commission # 2209550
My Comm. Expires Aug 11, 2021

Signature _____ **(Seal)**

INLAND VALLEY SURVEYING, INC.

▪ CONSTRUCTION STAKING ▪ BOUNDARY SURVEYS ▪ TOPOGRAPHIC SURVEYS ▪

April 10, 2019

City of Corona
Public Works
400 S. Vicentia Avenue
Corona, Ca 92882

RE: Final Monumentation-Parcel Map No. 30844

Dear Sir or Madam:

In accordance with Section 66496 of the subdivision Map Act of the State of California I hereby request that the placement of the interior monumentation for Parcel Map No. 30844 be deferred for one year. The cost for setting all interior monuments and providing centerline ties will be $2,000.00

This amount should be placed on deposit/bond by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act. Should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit required centerline ties.

Sincerely,

Miguel A. Villasenor
P.L.S. 8509, Expires 12/31/20

Date 04/10/19



130 Walnut Avenue Suite A-5 Perris CA. 92571
951-657-1200 voice 951-956-8736 cell

LEGAL DESCRIPTION

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

PARCEL 3 AS SHOWN BY PARCEL MAP NO. 14593 ON FILE IN BOOK 78, PAGES 70 AND 71 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

APN: 116-320-008-3

Cash Register Receipt

City of Corona

Receipt Number
R13877

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2018-0022 Address: 1516 LEMON GROVE LN APN: 116320008			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	$2,000.00
TOTAL FEES PAID BY RECEIPT:R13877			**$2,000.00**

Date Paid: Tuesday, April 16, 2019

Paid By: CHRISTIAN VACARO

Cashier: MLEY

Pay Method: CHECK 4282

File #: 19-0769

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Library and Recreation Services Department

SUBJECT:
City Council consideration of CivicRec Software Implementation and Licensing Agreement and General Fund Appropriation in the amount of $55,000 for Implementation.

RECOMMENDED ACTION:
That the City Council:

1. Approve Professional Services Agreement with CivicPlus, LLC, of Manhattan, Kansas, for the use of CivicRec Recreation Management Software for an initial use period September 18, 2019 through June 30, 2021 to include a one-time software licensing fees and program implementation in an amount not to exceed $55,000.

2. Authorize the City Manager, or his designee, or the Library and Recreation Services Director to execute the initial two-year agreement with CivicPlus, LLC, of Manhattan, Kansas, for CivicRec Recreation Services Management Software and authorize the City Manager or the Library and Recreation Services Director, with City Council approval, to exercise two 2-year renewals on a fiscal year basis as provided by Corona Municipal Code (CMC) 3.08.070(i).

3. Authorize the Purchasing Manager to issue a purchase order to CivicPlus, LLC for implementation of CivicRec software license in an amount not to exceed $55,000 for the initial use period September 18, 2019 through June 30, 2021 and approve necessary change orders or amendments up to the amount provided by CMC 3.08.070(i).

4. Authorize a one-time appropriation of $55,000 from the General Fund to the Library and Recreation Services Department for purchase and implementation of recreation management software.

ANALYSIS:
The City has been under contract with The ACTIVE Network (TAN) for recreation services management software since 2012. The software is the primary tool of Library and Recreation Services for activity registration, facility reservation, field allocation, analytics, and patron account management. The software also incorporates several online self-services including activity registration, access to facility use permits, and instructor rosters.

The department has experienced recent software challenges with The Active Network, most notably their inability to pass through third-party transaction fees to users. These are anticipated to cost the City $35,000 this fiscal year. After several months of trouble shooting the transactional issues, TAN has still not provided a solution.

Additional challenges include a lack of product support, a confusing fee model, system errors, lack of communication, and an online interface that is difficult to use. TAN has not provided permanent solutions to address these issues despite repeated requests. These performance shortfalls have led the City to seek competitive bids for similar recreation management software solutions with a sustainable web-based platform, no operational overhead costs to the City, the ability to meet customer service needs, and a user-friendly interface that works for both staff and the community.

The existing contract with TAN allows the City the right to terminate services with adequate notice. The City served them with a notice of separation effective March 1, 2020 if they were unable to resolve the major software performance issues identified. With no solutions presented since the time of the notice, the Purchasing Department was directed to conduct a formal competitive bidding process for new recreational software.

In order to select a vendor that best serves the City's needs, the Purchasing Division conducted the competitive process by means of an Request For Proposal, as allowed by CMC Section 3.08.060(H). Staff believes that the RFP conducted for these services is in the best interest of the City because of the importance of delivering excellent service to the general public through a high-performing recreation software platform. Specifically, an RFP allows staff to evaluate potential consultants on criteria other than their bid amount, such as experience, technical competence, product and service performance with similar municipal agencies, and cost competitiveness.

The City of Corona Purchasing Division solicited proposals from qualified consultants to provide a software platform that offered activity and facility registration, instructor and volunteer management, and point of sale and payment processing functionalities.

On April 8, 2019, the City issued RFP 19-025WY, titled "Recreation Services Management Software". The City solicited seventeen (17) contractors known to provide such services resulting in five (5) consultants submitting proposals by the submission date of April 25, 2019. These were reviewed by a panel of City staff from multiple departments.

The bidder evaluation was composed of two phases, Phase 1 "Proposal Evaluation" and Phase 2 "Presentation Evaluation". The evaluation of the proposals was based on four criteria: 1. Qualifications of Firm; 2. Qualifications and Experience of Personnel; 3. Completeness and Timeliness of Response; 4. Competitive Cost and Price.

The vendor presentations, before a panel of City Staff, were conducted on June 4th, 2019 and were

evaluated on ten scenario-based criteria: Internal System Interface; Customer Interface; Activity Registration; Customer Management; Financial; Administrative Functions; Facility Booking and Reservations; Membership Tools; League Management; and Data Reports.

CivicPlus, LLC scored highest in both phases of the evaluation process. The proposal evaluation scoring resulted with CivicPlus, LLC receiving the highest scores for their Personnel Qualifications and the strength, stability, and overall Firm Experience. The Presentation scoring resulted in CivicPlus, LLC receiving highest scores for their Internal System Interface, League Management, and Facility Booking and Reservation.

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

Phase 1 “Proposal Evaluation”

CONSULTANT	TOTAL SCORE - 100 Pts	RANK
CivicPlus, LLC	825	1
ACTIVE Network LLC	680	2
US eDirect	680	2
Vermont Systems, Inc	640	3
RecDesk Software LLC	Nonresponsive	Nonresponsive

Phase 2 “Presentation Evaluation”

CONSULTANT	TOTAL SCORE - 100 Pts (Cumulative)	RANK
CivicPlus, LLC	1703	1
ACTIVE Network LLC	1533	2
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CivicRec Software is able to provide all of the same functionality as The ACTIVE Network including Activity Registration, Citizen Dashboard, Event Ticketing, Facility Reservations, Financial Tools & Accounting, Hardware Compatibility, IT Support, Sports League Management, Marketing and Brochure Export, Membership Management, Mobile Friendly Interface, Payment Card Industry (PCI) Data Security Standard Compliance for credit card transactions, Point of Sale system, Proven Competence, Reporting, Data Security, Training, and Volunteer Tracking. Given their capabilities and fee model, CivicRec was unanimously recommended to serve as Corona’s Registration and Reservation Software provider. Additionally, their overall costs are highly competitive.

With the approval of the Professional Services Agreement, staff will begin working with CivicPlus LLC on software training and implementation timeline. It is the intent of the department to have the CivicRec Software go live to the community on March 1, 2020, with the sunset of the existing contract with The Active Network.

COMMITTEE ACTION:
This item was reviewed by the Public Services Committee on August 4, 2019 and the Parks and

Recreation Commission on August 14, 2019. Both affirmed the need for a new software vendor and the selection of CivicRec as the best available option.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Implementation of CivicRec requires one-time, onsite configuration and implementation costs of up to $55,000. This includes $21,325 the initial product licensing, database creation, staff training, and technical assistance to ensure a successful implementation; $2,661 for miscellaneous associated hardware costs such as credit card swipers, signature pads, and other technology; and an estimated $31,014 in first and second year transaction fees, which will be offset by revenue.

Beyond the first year, no additional fees would be incurred by the City as CivicRec is subsequently paid as a result of third-party transaction fees for both software use (Transaction Fees) and credit card processing (Merchant Fees). For Corona, this currently averages $71,000 a year from thousands of individual transactions.

With the proposed migration to CivicRec, it is estimated that software implementation costs will be fully recovered by Fiscal Year 2021-22 when compared to current losses in transaction fees. Based on the functionality of CivicRec, a simplified convenience fee of 3% can be applied to ensure that all overhead costs (transaction and merchant fees) are recovered by fiscal year end in accordance with the Citywide Master Fee Recovery Schedule.

GENERAL FUND	
Budget Workshop May 23, 2019 - Estimated Revenue Over Expenditures	$ 152,247
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Estimated Budget Balancing Measures Reserve - 06/30/20	**$ 26,498,412**

** Approved through Council Action or other operational process.*

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: JASON LASS, RECREATION SERVICES MANAGER

REVIEWED BY: DAVID MONTGOMERY-SCOTT, LIBRARY AND RECREATION SERVICES

DIRECTOR

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER III

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REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
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2. RFP Evaluations
3. CivicPlus Professional Services Agreement

File #: 19-0769

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PREPARED BY: JASON LASS, RECREATION SERVICES MANAGER

REVIEWED BY: DAVID MONTGOMERY-SCOTT, LIBRARY AND RECREATION SERVICES

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Attachments:
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CIVICREC®



Corona, California

RFP No. 19-025WY

Recreation Services Management Software

Presented by | Will Spicer, Enterprise Sales Manager

CIVICPLUS®

THE Integrated Technology Platform for Local Government



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43 Required Forms

55 Functionality Requirements



Letter of Transmittal

April 25, 2019

Carol Appelt
Purchasing Specialist IV
City of Corona, California

Re: Recreation Services Management Software | RFP No. 19-025WY

Dear Ms. Appelt and City of Corona Selection Committee:

Our mission at CivicPlus, LLC ("CivicPlus") is to help local government work better. Local governments are continually being asked to do more with less. Technology can be the solution, but complicated applications can cause more issues than they solve. The CivicRec Recreation Management System (RMS) is both comprehensive and convenient to encourage citizen engagement in your park facilities and recreation activities. The CivicRec RMS will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- Unlimited user licenses and access to all CivicRec modules
- Ongoing software updates
- 24/7/365 support with secure hosting

With the CivicRec RMS, your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your citizens.

Required Information

Consultant:	CivicPlus, LLC 302 South 4th Street, Suite 500 | Manhattan, Kansas 66502 | 888-228-2233
Subconsultants:	CivicPlus will not be utilizing subcontractor services in the development and implementation of the City's project.
Addenda:	We acknowledge the receipt of one Addendum dated April 17, 2019 in regard to this RFP.
Contact:	Will Spicer, Enterprise Sales Manager 302 S. 4th Street, Suite 500 | Manhattan, KS 66502 785-222-4862 | spicer@civicplus.com
Pricing Validity:	This proposal and the pricing presented shall remain valid for 90 days from April 25, 2019.
Negative History:	There is no negative history to disclose.

A Corona Parks and Recreation Department and CivicPlus partnership will save you time and money with a solution for your community to find what they need, when they need it.

Sincerely,

Will Spicer
Enterprise Sales Manager
spicer@civicplus.com

Jeff Logan
Vice President of Sales, CivicPlus, LLC
Authorized to Bind



Qualifications, Related Experience, & References

CivicPlus, LLC (Subsidiary of PATTI Corporation)

25+
years of experience with a focus to help local governments

325+
employees, many with experience in local government

3
offices to serve our clients
Manhattan, KS
Boxborough, MA
Dunwoody, GA

8-time Inc. 5000 Honoree

www.govtech.com/100

CivicPlus began in 1994 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

CivicPlus is the integrated technology platform for local government, delivering superior local government web technology, including parks & recreation management functionality, website design & content management, human resources efficiency, mass notification communication tools, and agenda/meeting management solutions.

CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments. CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported.

Company & Contact Information

Contact Information
Will Spicer
Enterprise Sales Manager
785-222-4862
spicer@civicplus.com

Company Website
www.CivicPlus.com

Primary Office
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951

Legal Name
CivicPlus, LLC

Legal Information
Converted in State of Kansas, January 2019
f/k/a CivicPlus, Inc. Incorporated State of Kansas, June 1998

Financial Condition

As a private company, releasing financial information in an open RFP process, which could be obtained by our competitors, would be detrimental to our firm. We will be more than happy to discuss the need for and provide additional financial documents at the appropriate time in the process with the condition that any and all information shared would remain confidential between the City of Corona and CivicPlus. With that being said, we have included a letter from our bank stating our good financial standing in response to this RFP requirement.

KS StateBank

1010 WESTLOOP PLACE
MANHATTAN, KS 66502 | 785-587-4000

March 6, 2019

CivicPlus, LLC
302 S. 4th Street, Suite 500
Manhattan, KS 66502

RE: CivicPlus, LLC

To Whom It May Concern:

KS StateBank of Manhattan is pleased to provide this Bank Letter of Recommendation for our valued customer; CivicPlus, LLC. In addition to deposit accounts, we currently extend credit facilities to CivicPlus, LLC aggregating in the low eight figure proportions. All deposit and credit facilities have been handled in a very satisfactory manner.

The company's reported financial position is sound and supportive of current and future credit extensions. We enjoy a strong working relationship with CivicPlus, LLC and are pleased to call them a valued customer.

If you have any questions or require additional information, with CivicPlus, LLC approval, please do not hesitate to contact us.

Sincerely,

Lowell L. Kohlmeier
Executive Vice President

LLK/mlr

Impeding Conditions

CivicPlus does not have any conditions, including bankruptcy potential, pending litigation, planned office closures, or impending mergers that would impede our ability to deliver a successful recreation management system for the City of Corona.

Sub-Consultants

CivicPlus will not be utilizing any sub-consultant services on your project.

Licensing and Certifications

3086922

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the 8th day of February, 2008, ICON ENTERPRISES, INC. DOING BUSINESS IN CALIFORNIA AS CIVICPLUS, a corporation organized and existing under the laws of Kansas, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 15, 2008.

DEBRA BOWEN
Secretary of State

sims

MC-25 (REV 1/2007)

3086922

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 1 6 2008

DEBRA BOWEN
Secretary of State

SecState Form CE-107 (REV 1/2007)

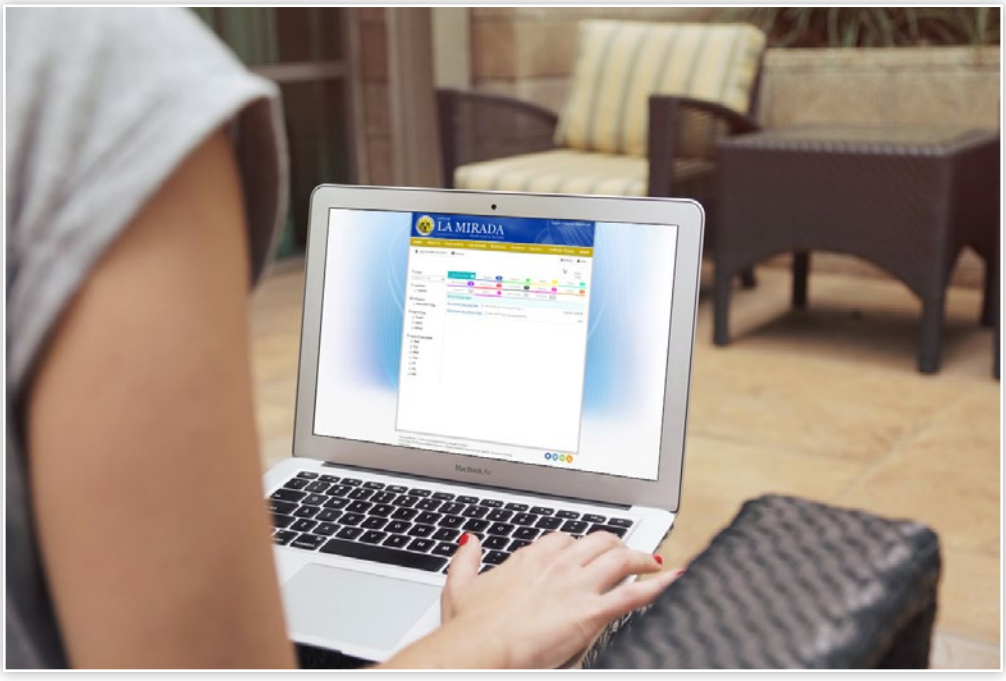
Firm's Experience

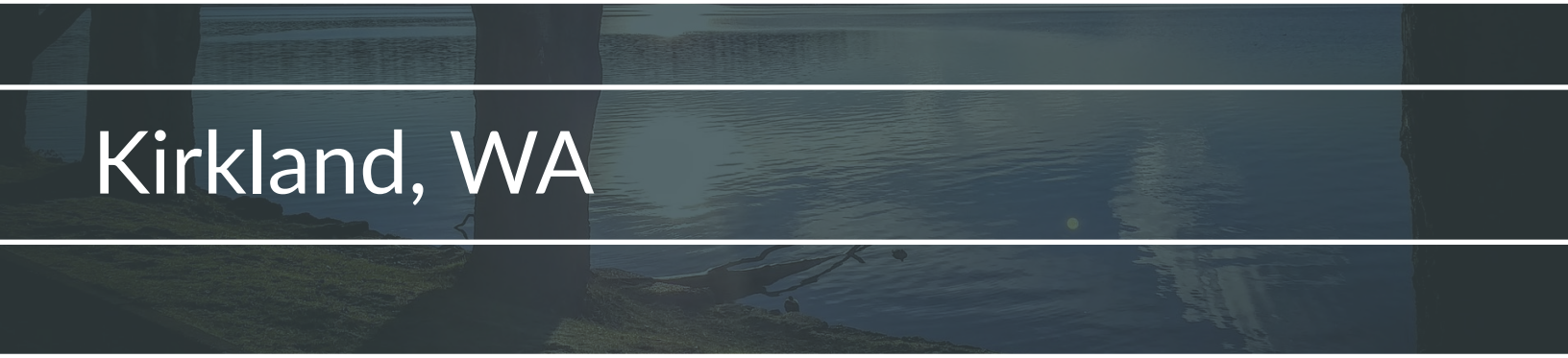
We have included a small sampling of client stories to highlight our experience and the benefits our clients receive from adding CivicRec to their web environments. Please note that not all of these clients have agreed to be contacted as references. We have included client references, per your RFP, following our Firm Experience section.

La Mirada Community Services, CA

La Mirada Community Services, California
Client since January 2016
www.cityoflamirada.org/departments/community-services

La Mirada is high-volume customer that had an accelerated timeline for getting started. La Mirada utilizes all modules within the CivicRec Recreation Management product suite including but not limited to: Registration, Facilities, Memberships, Point of Sale, Ticketing, Permitting, and Food Service. CivicRec has also made several client-specific enhancements for La Mirada to better serve their regional aquatic center and water park (Splash!).





Kirkland, WA

Before CivicRec

In the last ten years, the City of Kirkland has annexed, doubling in size from a community of 40,000 to 80,000. As the City's Parks & Community Services Department doubled the scope of its service offering, the size of its staff has remained the same.

Prior to transitioning to CivicRec, the City of Kirkland Parks & Community Services Department utilized a parks and rec software that was scheduled to be sunsetted. The software company was encouraging users of the software to make the transition to their new platform. During this time of anticipated phase out, the software company offered little customer support for the software that was to be terminated and instead focused on encouraging the purchase of the latest software.

The Launch

Since the City of Kirkland manages community activities year-round, it was faced with converting to a new software system, and launching it while actively managing ongoing classes and registrations. The Parks & Community Services Department decided to implement an initial soft launch, followed by a full-scale hard launch as part of its strategic, phased approach to the software transition.

The soft launch occurred on March 1, 2017 and included citizen registrations for picnic shelters and community classes. The large-scale launch came on March 16 when the City of Kirkland opened the CivicRec software to its full slate of spring activities and classes. According to Murphy, the results exceeded their expectations.

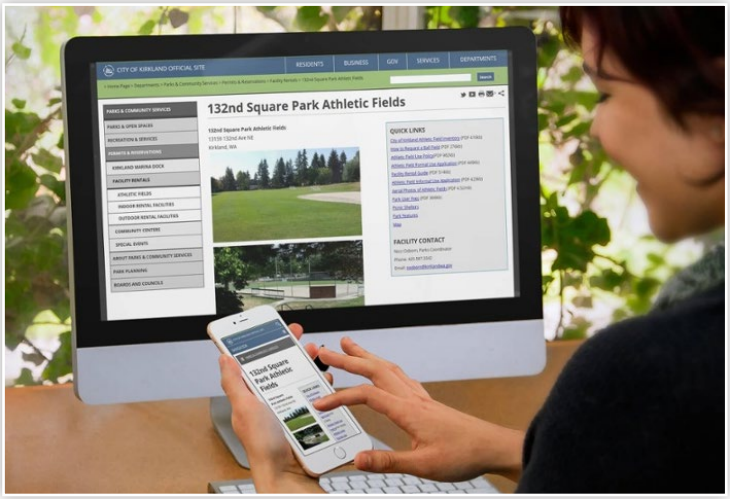
"On March 16 we had 3,746 enrollments, which was a 32 percent increase from the previous year." Murphy and Davis credit both their increased promotion of the new registration system, and the ease of account creation that CivicRec offers for the substantial increase. With CivicRec, citizens of the City of Kirkland are now able to register and remit payment for community classes and other activities in a single, streamlined transaction.

"CivicRec provides citizens with immediate access to their pin and password when they create an account," explained Murphy. "In our old system, citizens had to wait 24 hours while we manually issued their login credentials. We believe that aspect of our previous system caused us to lose many impulse purchasers. Citizens would see a class or activity and get excited about the idea of participating, but in the time it took us to issue their pin and password so they could register, many would lose interest and never end up registering at all."

After CivicRec

Valuable Citizen Features

Murphy and Davis believe that a key feature of CivicRec for its citizens is the picnic shelter registration tool. Now, citizens can self-manage this request and simply go online to rent a picnic shelter, rather than calling in to the administrative team. The Parks & Community Services Department has plans to further leverage the CivicRec system in the future by opening functionality that will allow citizens to rent more complex indoor facilities. As part of their future expansion plans, the Parks & Community Services Department also plans to implement a feature that will allow citizens to sign-up for community volunteer programs.



Valuable Administrative Features

According to Davis, CivicRec's ability to integrate with the City of Kirkland's financial system has been particularly valuable.

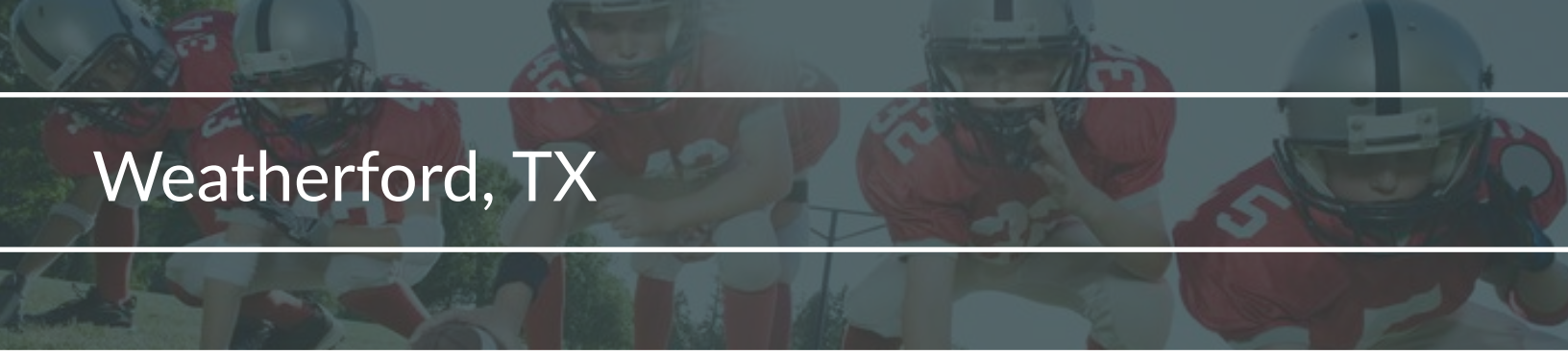
"Our previous parks and rec software never spoke to our finance department's financial system," said Davis. "The two never linked up, which created a huge challenge for our finance department as they had to manually put money into GL codes and manually balance accounts in the mornings and evenings. While finance was doing their adjustments, citizens weren't able to utilize the system, which limited the times of the day that they could register for activities. With CivicRec, our finance team no longer has to do such manual work and our citizens can register for activities any time of the day or night, which is ideal for those facilities with evening hours."

CivicRec has also allowed the City of Kirkland to streamline a significant portion of its waiver documentation.

According to Davis, "One of the coolest things is the ability for citizens to sign our 'hold harmless' agreement while registering online. It appears on the instructors' rosters so they can confirm they have all the waivers on day one."

The City of Kirkland also values the enhanced support they have received from the CivicRec service team.

"I've felt great about the CivicRec support team," said Davis. "I do have quite a few questions daily and they are quick to get back to me. The last few years with our previous vendor, the hold times were long and assistance was minimal because they wanted to transfer clients to their new system.



Weatherford, TX

Before CivicRec

The City of Weatherford's Parks, Recreation, and Special Events Department is responsible for adult athletic leagues, special events and activities, the scheduling of rentals associated with three community buildings, six park pavilions, and five ballfields, and maintenance of 500 acres of parkland, including the City's 13 parks. With so many available resources, the Department needed a software solution that could accommodate not only the scale of its operations, but the current trend toward mobile technology and the community's steady population growth.

According to Grant Taylor, City of Weatherford Recreation Manager, before transitioning to CivicRec, the City utilized a recreation management software that failed to meet its needs based on the structure of its module feature integrations.

"All feature modules were priced separately," said Taylor. "To add any additional functionality, we would have to pay to implement each separate module, and it just became cost prohibitive."

One essential element of the system's functionality that the City did not have access to was the module that would allow citizens to self-register for activities. "It wasn't affordable," said Taylor, "So we were accepting paper registrations and then entering them into the system ourselves."

Implementing a Single, Feature-Rich Solution

When the Weatherford Parks, Recreation, and Special Events Department simply wanted to integrate a map feature into its previous software, and it realized the pricing was again prohibitive, Taylor and his team knew it was time for an affordable solution that could better scale to fit the City's needs.

Unlike its previous parks and rec software system, with CivicRec the City of Weatherford didn't have to pick and choose features and functionality based on its budget. CivicRec offered a comprehensive, end-to-end parks and recreation activity and registration management solution that integrated with the City's existing financial platform.

"We got to customize the software," said Taylor. "That ended up being one of the best things about the implementation process. A trainer from CivicRec helped us set it up, but we got to customize it, so we got to manipulate the program to ensure it could accommodate our processes and what we needed the system to do for us."

After CivicRec

Now that The City of Weatherford has access to a fully-functional parks and rec management solution, Taylor and his team have greater access to more convenient administrative functionality. Also, citizens can finally self-register for leagues, events, and activities online, which has dramatically reduced the City's need to accept, enter, and file paper registration forms. For a community that previously was unable to offer online registrations, 33 percent of the City's parks and rec program participants are now registering online.

"The online registration system has been especially valuable for parents looking to register their kids," said Taylor.

Thanks to the implementation of the CivicRec parks and recreation management solution, the City of Weatherford's Parks, Recreation, and Special Events Department is now efficiently able to manage community events and registrations, and it's even reducing its carbon footprint.

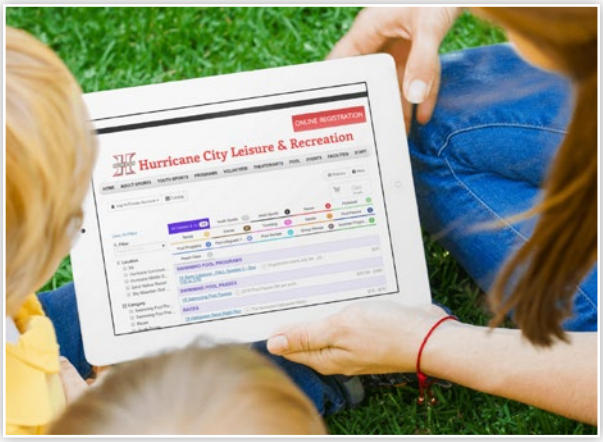


"It's been over a year since we've implemented CivicRec and the system has helped us to streamline and improve many of our internal processes," said Taylor. "With the previous system, since so many elements were not integrated, we had to keep lots of manual notes, like whether or not someone had submitted payment. CivicRec keeps track of it all. No more paper applications and checks. Our office is almost entirely paperless now."

Client Testimonials

We got to customize the software. That ended up being one of the best things about the implementation process. A trainer from CivicRec helped us set it up, but we got to customize it, so we got to manipulate the program to ensure it could accommodate our processes and what we needed the system to do for us.

Grant Taylor, Recreation Manager
Weatherford, Texas



The City's online registration offering has made a huge difference. It makes everything easier. It has helped to improve the program as a whole. Participation is up, which means revenue is up, which means the city can invest in better, nicer facilities and fields. In the end, it has been good for everyone.

Wil DuCrest, Citizen
Hurricane City, Utah

CivicRec really is self-explanatory. That's what we like about it. It's not written in computer jargon, and the buttons are clearly labeled to indicate what they do. Our staff has quickly been able to learn how to utilize its functionality.

Jon Woodsby, Assistant Parks and Recreation Director
Spartanburg County, South Carolina



Proposed Staff & Project Organization

Proposed Project Staff

From project management to design and development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. To help ensure our clients receive a smooth and consistent implementation, CivicPlus does not assign specific project team members until the beginning of your project. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.



Jonathan Wiersma – Director of Product Strategy

Jonathan leads our parks and recreation solutions division with responsibility for product strategy, marketing and sales, implementation, and client support. His team will ensure the CivicRec products and professional services come together to help your people work better.

Education
BS Business Administration
International Business
Finance

Resume
Senior Product Manager
Software

15+ Years of Experience
Research & Development
Client Implementation
Team Building
Sales & Marketing



Amanda Wright – Manager of Implementation Teams

Amanda leads our Implementation Teams for CivicRec and CivicReady. From the initiation of your project through launch day, her team will guide you through the production phases of building your software to match the needs of your community.

Education
BS Hospitality Management
Minor Business Administration
Minor Leadership Studies

Resume
Project Manager
Brand Director
Event Coordinator

8+ Years of Experience
Large-scale Project Planning
Project Management Curriculum
Leadership



Constance Cooke – Director of Technical Support

Constance Cooke manages the technical support team for all CivicPlus products. Upon launch of your new CivicPlus website, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team.

Education
BA English, Communication

Resume
Technical Support Specialist
Documentation and Communications Manager

5+ Years of Experience
Technical Support
Business Management
Team Building
Customer Service



Jim Flynn – Director of Information Security and Infrastructure

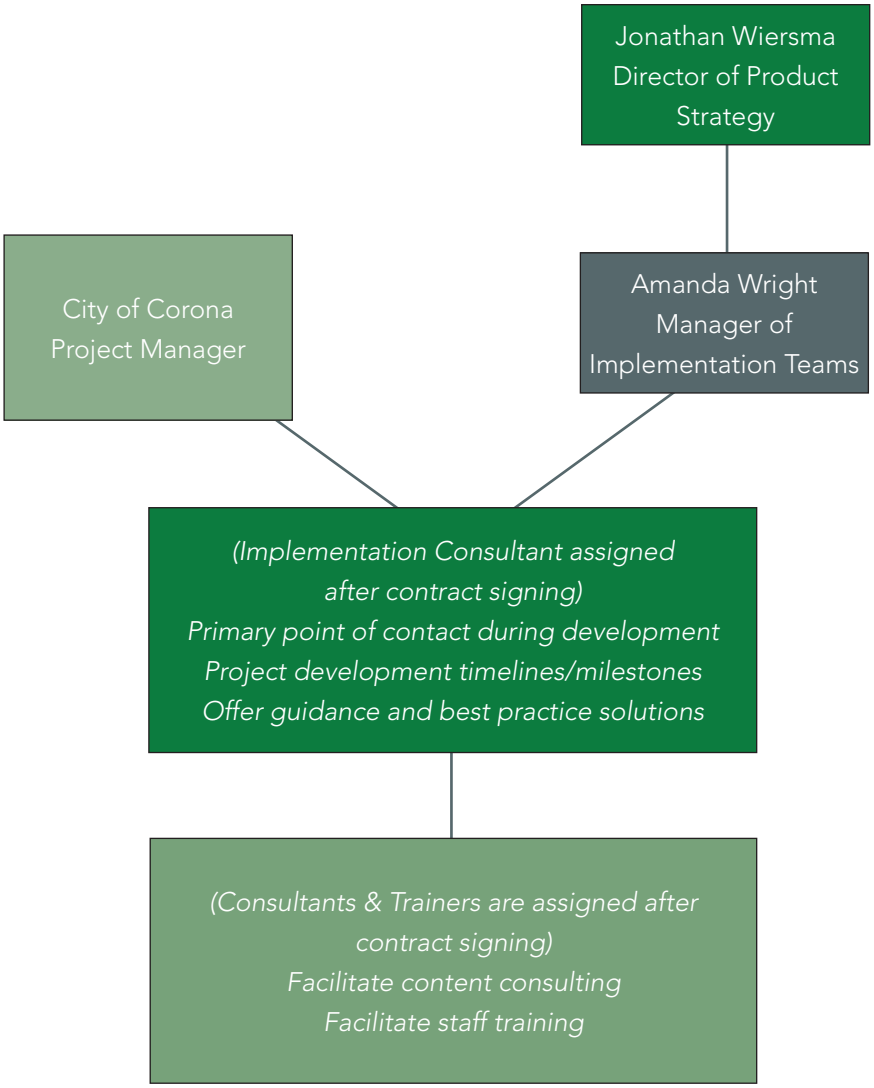
Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Education
BA Computer Information Systems

Resume
Chief Systems Architect
Information Technology Director
Software Engineer

18+ Years of Experience
Cybersecurity
Network Infrastructure
System and Software Architecture

Project Organization Chart



Key Team Availability/Adequacy

Your dedicated key team members will work with you throughout the implementation and development of the new system. While vacations, sickness, or unplanned absences may occur, your Implementation Consultant will communicate these situations as soon as possible. Should such a circumstance arise, a new staff member will be assigned to your project and swift communication will be made with the City of Corona to apprise you of the situation and any team adjustments needed to maintain continuity on the project. No changes will occur to your original project timeline.

Your project team will have developed and implemented countless CivicRec systems for our clients and brings extensive talent, skill and professionalism to each project. This is another reason why we don't assign project team members until your project is ready to start. We want to make sure that your labor resources are not only skilled but also available for the duration of your implementation.



Exceptions/Deviations

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Sample Agreement Exceptions

As we all know, a successful project begins with a contract that meets the needs of both parties. Whether your contract or ours, CivicPlus reserves the right to negotiate terms and conditions included in any final contract.

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.

CivicPlus Exception: A license will be procured if selected for the project.

~~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.~~

CivicPlus Exception: This article will need to be excepted from the agreement.

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.~~

CivicPlus Exception: This portion of the article will need to be excepted. CivicPlus would not be under the jurisdiction of the City of Corona in the completion of this project.

3.2.10.3 ~~Professional~~ Liability.

CivicPlus Exception: Change Professional to Cyber

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.

CivicPlus Exception: Change the red verbiage to: "...discretion, subject to the acceptance of Consultant, to..."

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.~~

CivicPlus Exception: Change the red-lined verbiage to:

- 50% of your Total Investment – Year 1 fees will be due at contract signing and the remaining 50% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier.
- Annual Services – The annual fee for your first year is included with your Total Investment – Year 1 fees. Subsequent annual invoicing occurs on the anniversary of the contract signing date.

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 [***INSERT TITLE***].~~ 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.

CivicPlus Exception: CivicPlus is not under the jurisidiction of the California Labor Code and therefore cannot agree to the red-lined portion of this term being included in a final contract.

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.

CivicPlus Exception: Change the red-lined verbiage to: "...at least 60 days before..."

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.

CivicPlus Exception: All instances of "Documents and Data" shall be changed to "Customer Content".

~~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.~~

CivicPlus Exception: Exception the entire paragraph and replace with: Client will own and be responsible for all Client Data. Client has full access to Client Data and may scrub at any time and retrieve any Client Data. Unnecessary to make it required of CivicPlus to obtain and deliver any Client Data. Client will own the Client Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement). In no event will Client own any Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client license is subject to the following limitations: Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any

CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. CivicPlus will retain title to all intellectual property, trade secrets, ideas and concepts, know-how, methods, techniques, templates and computer software conceived, developed or reduces to practice by CivicPlus prior to, independent of or during this Agreement and Client will have no ownership interest therein. Provided Client complies with the terms and conditions of this Section 3.4 and the relevant SOW, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

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.~~

CivicPlus Exception: Remove this paragraph, it is not applicable. No sub-consultants will be used in the creation of Data and Documents. All IP licenses are provided in the prior section.

3.5.3 Right to Use. ...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~~.

CivicPlus Exception: Change "suspension, abandonment or termination" to ..."provided to the City upon completion of the project at time of launch."

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,

CivicPlus Exception: change the red-lined Verbiage to "all third party claims"

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

CivicPlus Exception: add following verbiage at end of section: "...Agreement notwithstanding the foregoing, CivicPlus will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of Client."



Fee Proposal & Price Form

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SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: **RFP No. 19-025WY**

DESCRIPTION OF WORK: **Recreation Services Management Software**

CONSULTANT'S NAME/ADDRESS:

CivicPlus, LLC

302 S. 4th Street, Suite 500

Manhattan, KS 66502

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Will Spicer, Enterprise Sales Manager

785-222-4862

Please provide the Annual Firm Fixed Price and any other incidental or additional costs required in the spaces provided below to complete the Scope of Work requirements. Annual Firm Fixed Price must include the costs of all administration and overhead, project site visits, pre-production costs, telephone usage, mailings, mileage, and other administrative costs.

NOTE: Price proposals submitted on forms other than those provided herein may cause rejection of the proposal as non-responsive.

City of Corona
Recreation Services Management Software

SOFTWARE

	ANNUAL FIRM FIXED PRICE	ASSUMPTIONS/COMMENTS
Modules/Functional Areas	$ included	Custom IdP Integration sign-on functionality is also included as project enhancement for your project
Activity Registration	$ included	
Customer Management	$ included	
Facility Availability and Reservations	$ included	
Membership Management	$ included	
Sports Leagues	$ included	
Instructor Management	$ included	
Volunteer Management	$ included	
Marketing and Outreach	$ included	
Payments and Refunds	$ included	
Trasaction Fee %	TBD	If utilizing an approved Merchant Account, rates are dependent on contract with 3rd party. IfCP Pay is selected as Merchant Account, the costs will be finalized at a later stage of the process.
Merchant Fee %	TBD	
Revenue Share Fee %	n/a %	
Flat Rate Fees	$ included	
Point of Sale	$ included	Currently, CP Pay transaction fees are 3% + $.30/transaction.
Reporting	$ included	
Taxes		$ TBD if City is not exempt
Subtotal Software		~~$ Included with Implementation~~ **priced on following page.**

IMPLEMENTATION

	ANNUAL FIRM FIXED PRICE	ASSUMPTIONS/COMMENTS
Implementation	$ included	
Report Development	$ included	
Optimization Training	$ included	
Integration	$ included	
Travel	$ included	
Other	$ included	
Taxes		$ TBD if applicable
Subtotal Software	Total Year 1 Investment (includes First Year Annual Fee)	$ $36,832 (excluding any applicable taxes)

MAINTENANCE, SUPPORT, ON-GOING TRAINING

	ANNUAL FIRM FIXED PRICE	ASSUMPTIONS/COMMENTS
Initial Term: August 2019 - June 30, 2021	$ Year 1	Annual Fees included with Implementation
Term Extension Option 1: July 1, 2021 - June 30, 2023	$15,507	Year 2 Annual Fees
Term Extension Option 2: July 1, 2023 - June 30, 2025	$ TBD	Year 3 - CivicRec reserves the right to reassess the historical data and transaction volume annually to ensure that the Annual Service Fees accurately reflect the transaction volume processed in the prior year.
Taxes		$ TBD if applicable
Subtotal Software		$ Total may vary based on Year 3 transaction volume reassessment.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Scope of Work? Yes / (No) (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Once final project scope is determined, any enhancements added by the City or key changes could involve additional costs.

Please indicate any elements of the Scope of Work which cannot be met by your firm.
None noted at this time. CivicPlus reserves the right for additional discussion with the City on functionality and needs and best way to approach.

Have you included in your proposal all requested informational items and forms? (Yes) / No (circle one). If you answered "No", please explain: _____

Have you been on any federal list of debarred or suspended consultants? Yes / (No) (circle one).

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.
Please see invoicing exception notes located tn the Exceptions/Deviations section.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is

Consultant's responsibility to ensure that all addenda are received. Failure to acknowledge receipt of addenda may cause the City to reject the proposal as non-responsive.

Verification of Addenda Received

Addenda No: 1 Received on: 4/17/19

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: Jeff Logan, Vice President of Sales

DATE SIGNED: April 24, 2019

COMPANY NAME & ADDRESS: CivicPlus, LLC
302 S. 4th Street, Suite 500
Manhattan, KS 66502

PHONE: 888-228-2233 EMAIL: RFP contact: spicer@civicplus.com

DIR REGISTRATION NO.: n/a

Fee Proposal

All quotes are priced per project and presented in US dollars. Pricing is valid for 90 days from April 25, 2019.

CivicPlus has endeavored to meet Corona's needs and expectations for your new Recreation Management System based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

Project Development & Implementation

- Project Coordination
- Branded Public Portal
- IdP Integration for secure login management
- Consulting & Training:
  - 4 Hours Virtual Consulting
  - 16 Hours On-site Consulting
  - 16 Hours of Virtual CivicTraining
  - 16 Hours of On-site CivicTraining
- CP Pay™ Merchant Account or Approved Payment Gateway
- GL Code, Membership/Passes, and Users Imports
- Financial Extract
- ArcGIS Integration

Annual Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- CivicRec reserves the right to reassess the historical data and transaction volume annually to ensure that the Annual Service Fees accurately reflects the transaction volume processed in the prior year
- Annual Service Fees are also subject to a cumulative annual 5% technology increase beginning Year 3

Total Investment – Year 1	$36,832
Annual Services – Year 2	$15,507

Investment Proposal

CP Pay Merchant Account (Optional)

If selected as the merchant account, CP Pay Merchant will collect and disburse all credit card monies. Merchant account fees and percentage + transaction fee (3% + $0.30 per transaction) apply. These are separate from your Annual Services.

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand that local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs, but also your budgetary needs. CivicPlus offers:

- **Standard CivicRec Invoicing** – 50% of your Total Investment – Year 1 fees (detailed on the previous page) will be due at contract signing and the remaining 50% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier.
- **CPA Invoicing** – The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Year 1 expense of your project over the first three years of your contract. Each payment also includes your Annual Hosting/Maintenance Services and any technology fees if applicable. This option may not be available with all products offered by CivicPlus.
- **Customized Billing/Invoicing** – Although not available with all products offered by CivicPlus, we will be happy to discuss other billing options with you prior to contract signing and, if feasible, develop a plan that works for both of us. Please contact your sales representatives for more details.
- **Annual Services** – The annual fee for your first year is included with your Total Investment – Year 1 fees. Subsequent annual invoicing occurs on the anniversary of the contract signing date.

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible web environment for their communities and we will work with you prior to contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Approved Payment Gateways & Optional Enhancements

Approved Payment Gateways	
Supported Payment Gateway (if CP Pay™ Merchant not selected)	
■ Braintree ■ Authorize.net ■ Forte ■ OpenEdge ■ Paypoint	■ Converge ■ Tempus ■ ETS ■ Cybersource

The following items are not included in your project, but can be provided as a scope adjustment or following the completion of your project.

Optional Enhancements	
Additional Data Imports:	Contact your Enterprise Sales Manager, Will Spicer regarding pricing of any available optional enhancements for the City of Corona.
User Credits	
Facilities	
Activities	
Residency	
Lighting Integration (Skylogix)	
4 Hours Virtual CivicTraining	
4 Hours Virtual Consulting	



Appendices

CivicRec Features & Functionality

Corona is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

Facility Reservations (Online and In-House)

Easily create and manage facilities and reservations with the Facilities Module. All facility functions in CivicRec are completely integrated and includes a master calendar for a quick and easy way to view facility availability. Take one-time and recurring reservations both online and in-house without the fear of double booking.

- Availability viewable in both grid and map-based views
- Attachable waivers, prompts, and forms
- Quickly adjust rentals
- Easy and refundable deposit tracking



Activity Registration (Online and In-House)

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, assign instructors, and manage volunteers with the Activity Registration module. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

- In-house Staff (with permissions) can alter fees, pro-rate, leave balances, and spread payments across multiple payment types
- Resident/non-resident determination
- Social networking integration
- Pay balances online

Volunteer Management

CivicRec provides robust features for managing your community volunteer programs. The volunteer management tool creates, manages and organizes the volunteer opportunities for your organization. This tool works along-side the activity module to aid in organizing upcoming events, classes, or activities. For each activity you can create volunteer roles and assignments specific for the activities they're most interested in. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Membership Management

Customer Management in CivicRec is particularly easy. Your staff will be able to see a history of all of the account's transactions and auto-bill members.

- Sell memberships and punch cards
- Print cards or associate barcode key tags
- Associate photos and avatars with users (for membership cards and system profiles)
- Leave credit/debit cards on file for future and recurring payments

Citizen Dashboard/Account Management

With CivicRec's public dashboard, citizens can conveniently find everything they need including notifications, upcoming events, and recent registrations. Citizens can log in via Facebook, Google account, or email address. Family or organization members can be added with age and resident information for easy activity registrations. View transaction history to access receipts, waivers, tickets, and more. On the administrative side, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers.

- Cash drawer and receipt printer interface
- Touch screen friendly
- Flexible pricing
- Multi-level tax support and tax either included in price or tacked onto total
- Inventory management

Ticketing



Easily generate tickets for events either through our desktop or our mobile experience. Included in their receipt are additional pages that contain their tickets.

- Scan in tickets through either a mobile check-in or desktop check-in screen
- Access to the tickets in the citizen's user account
- Print tickets anytime or simply show the ticket code on their mobile device

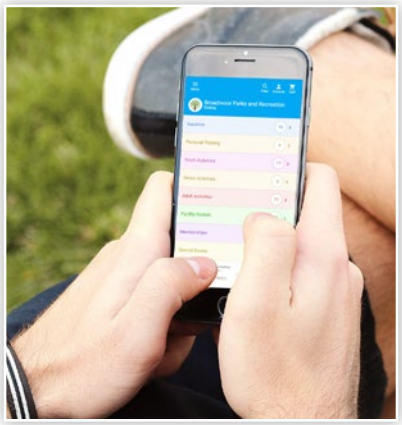
League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Public facing "Scores and Schedules" pages can be linked to directly from your website so that your public always has up to date information about their leagues.

- Team or individual signup
- Assessments
- Auto-scheduling with drag-and-drop adjustments
- Drag-and-drop drafting
- Parent/Player Portal allows participants to follow their leagues

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. The mobile experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does.



- Mobile Responsive
- No constant app update or installation
- Social networking integration
- QR Code Support

Surveys

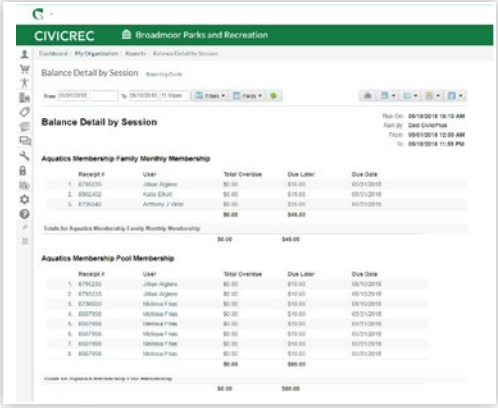
Participants will automatically receive post-program surveys requesting feedback on your programs, organization, instructors, and processes. This information is captured and is presented back to staff to assist in determining how well your programming is being received.

Email/SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is a particularly handy report that allows for mailings based on several different filters. SMS messaging has recently been introduced to facilitate those particularly time-sensitive notifications like cancellations.

Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are dozens of standard reports in CivicRec. However, staff can basically take any report and customize it to their liking. Filters can be added and/or removed. Fields can be added and/or removed. Reports can be sorted, saved, emailed, exported, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.



- Over 100 canned reports
- Completely customizable filters and report fields
- Export to Excel
- Quick email capabilities for displayed reports
- Custom report saving for future use
- Scheduled reports for email delivery to any email address at any time

Brochure/Marketing

CivicRec information can be exported through our Adobe InDesign, plain text or HTML as needed. This is a tool available with our solution and not a separate module that needs to be purchased. Clients have the ability to export any and all data as needed without having to go through the CivicRec team.

Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

Functionality Disclosure

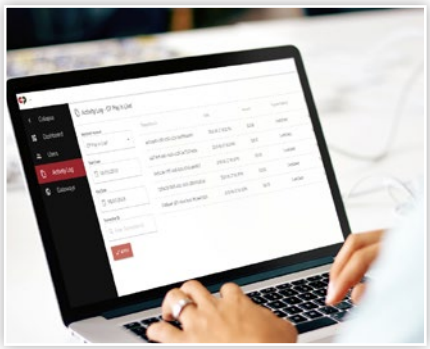
As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Credit Card Processing

CP Pay™

CP Pay – our secure, PCI-compliant, standalone payment gateway is integrated within the CivicPlus Platform. Local governments can use CP Pay within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway – CP Pay Merchant.

Our recommended payment gateway, CP Pay Merchant, will relieve your finance and IT teams of the risk of maintaining and monitoring merchant processing responsibilities and vendor relationships. Take advantage of having all your payment transaction information in a consolidated area, while having the peace of mind that all digital financial compliance requirements are met, and your chargebacks and refund requests are being managed for you. Key benefits of CP Pay Merchant include:



- Next day funding.
- Support for the latest secure digital transaction technology with Europay, MasterCard, Visa (EMV).
- Smart payment transactions (chip cards).
- Consolidated, real-time CP Pay reporting across products and third-party software.

Not only does CP Pay Merchant accept online payments, you will be able to accept secure payments in your office with the OpenEdge Hardware Program for CivicPlus. Because each device is encrypted specifically for the payment gateway, you'll need to leverage devices directly from OpenEdge for either a one-time purchase or rent. We are happy to assist in your procurement of such devices.

To utilize our recommended merchant account, CP Pay Merchant, separate merchant account fees and 3% + $0.30 transaction fees will apply. Please reach out for additional information.

Supported Gateway Providers

Providing flexible payment solutions, CP Pay has a number of supported gateways that you can leverage for an additional set-up fee.

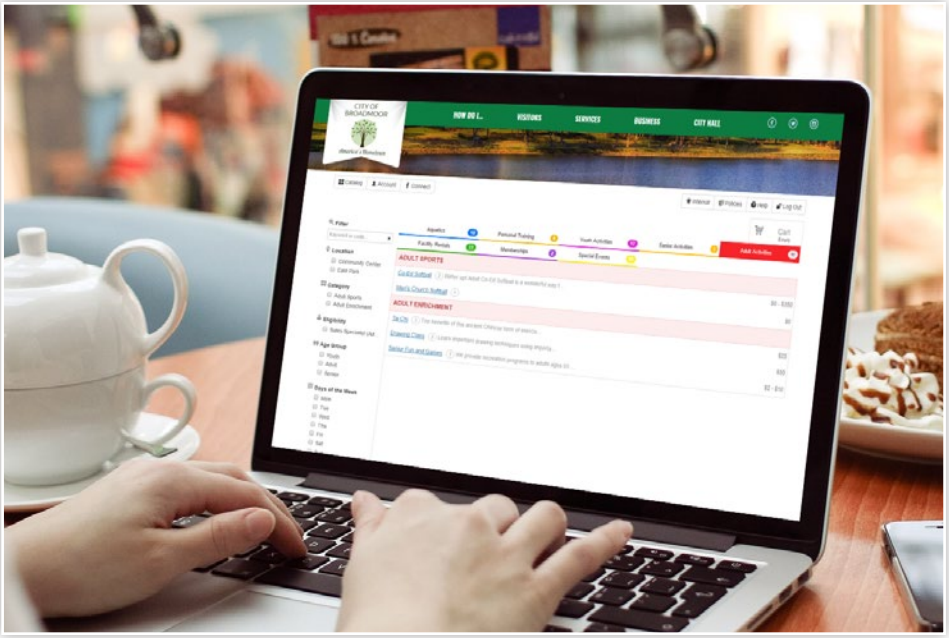
Included Project Enhancement

Identity Provider (IdP) Integration

The growing use of enterprise cloud applications in the public sector means local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication.

The CivicPlus Platform's custom IdP integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicEngage, CivicClerk, and CivicRec
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page



The CivicPlus Platform offers customized Identify Provider (IdP) integration capabilities, which means you'll benefit from easier integration between your CivicPlus Platform and the following third-party IdPs:

- Microsoft's Active Directory Federation Services (AD FS) version 3.0
- Microsoft's Active Directory Federation Services (AD FS) version 4.0

Sample Implementation Plan

The following is a simplified example project plan. A typical CivicRec implementation averages 18-20 weeks. Corona's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

Kickoff	
Project Kickoff Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff	
Phase 1	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website and complete round 2 imports
Phase 3	
Facilities/Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5	
System Preparation For Launch	Go Live & Sign Off
Project check in meeting to discuss preparation for Go Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Client Success Manager

Implementation Plan

Implementation Consultant

Corona will be assigned an Implementation Consultant who will work closely with you throughout the entire project deployment process. Your Implementation Consultant will act as a liaison between you and CivicRec, ensuring that milestones are met, status calls are conducted, issues/considerations are addressed, and startup is a painless process. Phase checklists as well as a detailed project plan will be utilized to facilitate project activities and track milestones.

Additionally, your Implementation Consultant will guide you through configuring the system and assist Corona with any technical questions you may have. The CivicRec Help Center will also be available to you throughout the implementation of your project, as well as after Go Live, to provide you with self-help resources if desired.

Project Approach

During the implementation period, Corona and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will ensure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.





Data Imports

CivicRec can import certain data from your current database to your new RMS, leveraging our custom developed scripts and libraries. A data import of all GL Codes and Users are included with your CivicRec project. Additional data imports include Memberships, Residency, Activities, Facilities, and User Credits. To benefit from further data imports options, additional fees will apply.

CivicTraining® & Consulting Plan

Consulting

Our Implementation Consultants are parks and recreation experts who will make sure you get the most out of the CivicRec RMS. Throughout your implementation, they will be available to offer guidance and best practice guidelines for configuring the CivicRec system to meet your unique practices and offerings. We know that Corona's success relies on immersing your processes with the CivicRec RMS. You will receive tips and advice on how to make it work more efficiently for you and your public.

CivicTraining

Corona's specific on-site and virtual CivicTraining plans will be customized to meet your needs. We recommend a train-the-user approach with hands-on training for participants. Training is typically broken up by modules (Registration, POS, Reporting, etc.). All of your last-minute questions will be answered before Go Live so you are confident moving forward with your new system.

Note: We do not offer system administrator training as a separate item as it is included as part of our system development and implementation.

Your Role

You should consider the following roles for a successful project team:

Project Executive – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.

Project Manager – Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.

Lead Staff – Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.

Frontline Staff – Acts as end users of the system and will participate in end user training sessions.

Information Technology – Coordinates with CivicRec on technical aspects of the system and transfer of data.

Finance – Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.

Marketing – Identifies and communicates rollout and adoption process both internally and to the public.

Continuing Service, Hosting & Support

Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

Technical Support

- Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support

Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other enhancements, and OS system patches

In February of 2019, CivicPlus Technical Support was presented with a Bronze Stevie® Award in the Front-Line Customer Service Team of the Year – Technology Industries category in the 13th annual Stevie Awards for Sales & Customer Service.

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

www.civicplus.help - The CivicPlus Help Center

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

Continuing Partnership

We won't disappear after your website is launched. In addition to our technical support team, your dedicated Enterprise Sales/Account Manager, Will Spicer, will keep you informed of new CivicPlus products and ways to optimize your site, as well as provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place.

Hosting & Security

Secure Data Centers

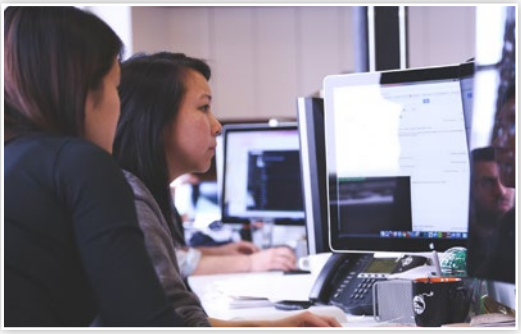
CivicRec utilizes industry standards, insurance requirements, and PCI requirements to ensure that CivicRec is only accessed in the manner it's intended to be accessed and by people who are authorized to do so. Methods include:

- Tier III physical security data centers: Digital Realty, Rackspace, and Codero
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers are SSAE 16 compliant.

Disaster Recovery/Redundancy

CivicRec has policies and procedures in place to ensure continuity and disaster recovery. We utilize local, replicated servers to ensure that copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. In addition, we have a process that encrypts backups once each day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.



PCI Compliance

CP Pay is a secure, Level 1 PCI DSS certified payment gateway integrated within the CivicPlus Platform that local governments can use within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway - CP Pay Merchant. CivicPlus takes pride in being Level 1 PCI DSS certified and invests in having CP Pay audited annually by a Qualified Security Assessor (QSA), RiskSense.



Required Forms

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PARTY SUBMITTING PROPOSAL: CivicPlus, LLC

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)

The undersigned declares:

I am the Vice President of Sales [title] of CivicPlus, LLC [proposer], the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 24, 2019 [date], at Manhattan [city], Kansas [state].

Signature

Jeff Logan
Typed or Printed Name

Vice President of Sales
Title

CivicPlus, LLC
Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

**A successful project begins with a contract that meets the needs of both parties. We have implemented projects for over 3,500 clients and look forward to negotiating contract terms with the City of Corona as well. CivicPlus reserves the right to discuss terms with you before agreeing to comply with final contract terms.*

State of Kansas }
County of _Riley_____ } ss.

On _April 24, 2019_____, before me, _Jeff Logan, Vice President of Sales_____
(date) here insert name and title of the officer)

personally appeared ___Jeff Logan_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

Linda J. Decker
NOTARY PUBLIC–STATE OF KANSAS
MY APPT EXP 5/24/2019

ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

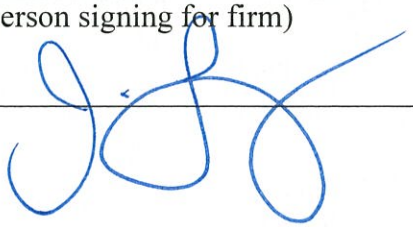
(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 19-021WY.*

**As noted in the Exceptions/Deviations section of the proposal, CivicPlus has identified several passages, terminology and verbiage that will need to be modified and/or negotiated prior to final contract agreement. A successful project begins with a contract that meets the needs of both parties. CivicPlus reserves the right to discuss and negotiate terms with you before agreeing to comply with final contract.*

CivicPlus, LLC
(Firm name)

Jeff Logan, Vice President of Sales
(Print name and title of person signing for firm)



April 24, 2019
(Signature/date)

Insurance Requirements Check Sheet
(To be Completed and Submitted with Proposal)

Vendors are encouraged to state any exceptions to or deviations from the insurance requirements of this solicitation. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject bids or proposals as non-responsive based on the exceptions or deviations to the insurance requirements.

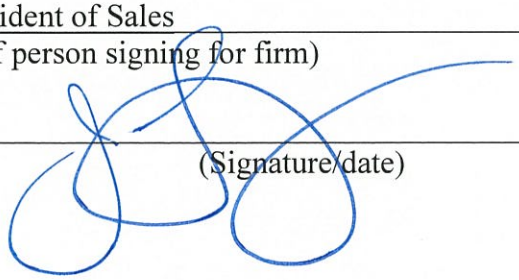
All applicable insurance requirements will be identified under the "Applicable to Vendor" column with a ***YES***.

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required unless exceptions have been disclosed.

CivicPlus, LLC
(Firm name)

Jeff Logan, Vice President of Sales
(Print name and title of person signing for firm)



(Signature/date)

City of Corona
RFP Insurance Requirements Check List

	YES	NO	Applicable to Vendor
Can your company provide General Liability - $1M occurrence/$2M aggregate?	X		YES
Can your company provide Automobile Liability - $1M?	X		YES
Can your company provide Workers Compensation and Employer's Liability - $1M?	X		YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - $2M occurrence or claim/$2M aggregate?	X		YES
Can your company provide Cyber Liability Insurance - $1M per occurrence or claim, $2M aggregate?	X		Yes
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of $1 million/$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	X		YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	X		YES

Insurance Endorsements
General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)	X		YES
Will your company provide an insurance policy that states 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?	X		YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?	The City would be covered under our current company umbrella policy.		
Can your company provide Completed Operations as evidenced with the following endorsements?			
Endorsement form CG 20 10 11 85 **OR**	Any applicable/legally required insurance endorsements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.		
CG 20 37 **and** one of the following			
CG 20 10			
CG 20 26			
CG 20 33			
CG 20 38			

Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the consultants insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?	Any applicable/legally required insurance endorsements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.

Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?	Any applicable/legally required insurance endorsements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.		
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) **and** 9 (non-owned)?			

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for 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?	Any applicable/legally required insurance elements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.		
Will your company provide 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?			
Will your insurance policies have a (30) days' notice of cancellation endorsement?	X		YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	n/a		YES
Does your insurance have any deductibles and/or self-insurance retentions?	n/a		YES

Use the space below to explain any "**No**" responses.

INFORMATION REQUIRED OF CONSULTANTS

[***Indicate not applicable ("N/A") where appropriate***]

NOTE: Where Consultant is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Consultant: __CivicPlus, LLC_____

2.0 Type, if Entity: ___Limited Liability Corporation_____

3.0 Consultant Address: _____

___302 S. 4th Street, Suite 500_____

___Manhattan, KS 66502_____

_bids@civicplus.com_____ _888-228-2233____
Email Address Telephone Number

4.0 How many years has Consultant's organization been in business as a Consultant?
_____25 years_____

5.0 How many years has Consultant's organization been in business under its present name?
_Icon Enterprises was changed to CivicPlus, Inc. in 2016 and in January 2019, the owner re-structured the compnay for estate planning purposes to CivicPlus, LLC_____

5.1 Under what other or former names has Consultant's organization operated? _Icon Enterprises, Inc. and CivicPlus, Inc._____

6.0 If Consultant's organization is a corporation, answer the following:

6.1 Date of Incorporation: ____n/a_____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: ____n/a_____

7.2 Name and address of all partners (state whether general or limited partnership): ____n/a_____

8.0 If other than a corporation or partnership, describe organization and name principals: _CivicPlus, LLC is a wholly owned subsidiary of PATTI Corporation_____

9.0 List other states in which Consultant's organization is legally qualified to do business. _CivicPlus is registered in nearly all 50 states, Canada and Australia_____

10.0 What type of work does the Consultant normally perform with its own forces?

__CivicPlus has focused on improving local government technology and web services since its inception in 1994_____

11.0 Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

__On occasion throughout the 25 years, our clients have experienced budgeting, internal, or available funds difficulties that have halted projects prior to completion.__

12.0 Has Consultant entered into a settlement agreement involving a public works project of more than $100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the proposal as nonresponsive or the Consultant as nonresponsible following a hearing.*

____CivicPlus has not entered into a settlement agreement involving a public works project of more than $100,000 within the last two years_____

13.0 Within the last five years, has any officer or partner of Consultant's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

__CivicPlus nor any officer or partner of our organization has been an officer or partner of another organization when it failed to complete a contract___

14.0 Have you been or are you on any federal state list of debarred or suspended bidders/Consultants? If yes, state the beginning and ending dates of the period of disbarment:

From February 2014 to February 2015, CivicPlus was debarred from performing construction services in the State of New York due to a filing error with the State Worker's Compensation Board. The issue has since been resolved and does not prevent CivicPlus from performing the types of services stated in this proposal.

15.0 List Trade References:

_We have included client references within our response that can speak to the quality of their end project and experiences working with CivicPlus.

16.0 List Bank References (Bank and Branch Address):

__Main Bank Reference: Kansas State Bank, 1010 Westloop Place, Manhattan, KS 66502 | 785-587-4000

CONSULTANT'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Consultant is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any, contracts for similar services as detailed in RFP 19-025WY.

1. Have you ever been disqualified from any contract? No

2. If yes, explain the circumstances:

N/A

Signature of Consultant

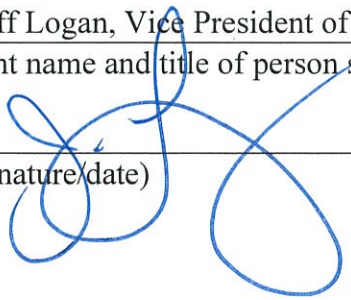
ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

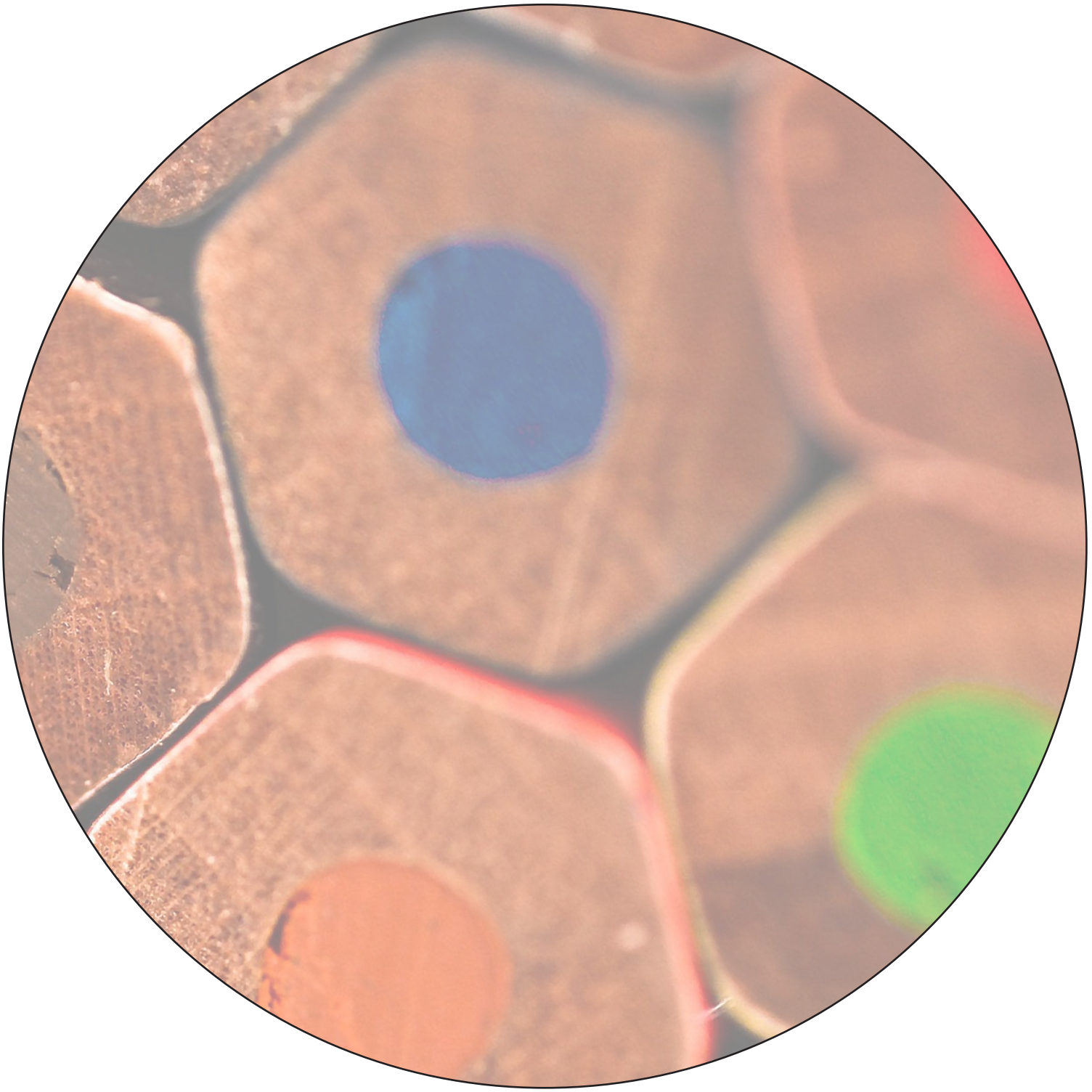
CivicPlus would like to discuss this process in more detail if selected. CivicPlus has proven and established approval and performance processes in place that may serve the same purposes.

CivicPlus, LLC
(Firm name)

Jeff Logan, Vice President of Sales
(Print name and title of person signing for firm)



April 24, 2019
(Signature/date)



Functionality Requirements

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TECHNICAL SPECIFICATIONS

This section details the specific service level and software requirements desired by the City. For each of the software requirements identified in this section, please respond according to the legend provided below.

- **SUP** – Supported as delivered "out of the box"
- **NSUP** – NOT supported as delivered "out of box"
- **FUT** – Functionality to be supported in future update
- **3RD** – Supported via a vendor provided third-party tool

SERVICE LEVEL REQUIREMENTS	**RESPONSE**	INCLUDED IN PRICE (Yes/NO)
Training		
In-depth training for City's software administrators.	SUP. Please see proposal for additional information regarding implementation fees	Yes
On-going complimentary training provided for the duration of the agreement	SUP/NSUP--We have an extensive help/training site that can be utilized anytime at no additional cost. Formalized recurring training can be set up for an additional cost.	Yes
Release note available to the City for current and future software updates	SUP	Yes
Setup		
Implementation support to ensure a successful January 2020 "go-live" date.	SUP--provided that all parties are conscientiously contributing and the project begins soon. projects can last between 22 and 30 weeks, depending on the project and participation.	Yes
Availability of a trainer or sandbox mode to test the software without impacting other system users or customers.	SUP	Yes
Technical Support		
24/7 customer support.	SUP	Yes
Ability to make product enhancement requests for future releases	SUP	Yes

REGISTRATION REQUIREMENTS	**RESPONSE**	INCLUDED IN PRICE (Yes/NO)
Registration Program Structure		
Use intuitive navigation and interfaces for easy-to-use enrollment, activity building, and basic functions.	SUP	Yes
Ability to create the program for different divisions and sub-sections.	SUP	Yes
Provide a catalog export capability with the option to personalize and edit the computer-generated brochure.	SUP. CivicRec provides users with the ability to export into Adobe inDesign formats for an easy experience.	Yes
Allow for auto-booking of a facility as the class schedule is built.	SUP	Yes
Provide links from the online course catalog.	SUP	Yes
Allow for establishing classes with maximum and minimum registrations with the ability to change them as necessary.	SUP	Yes

Provide the ability to rollover classes from one session to the next (e.g., rollover the Preschool class from session 1 to session 2).	SUP	Yes
Allow for key dates per class to be set such as cut-off dates, withdrawal dates, and waitlist cut-offs.	SUP. CivicRec currently support cut-off date configuration, but does not yet support withdrawal deadline dates. Waitlist cut-off dates can be supported using registration closing dates if needed	Yes
Set time limits for early bird registration price with later start date when the regular price is in effect.	SUP	Yes
Provide the ability to attach any PDF to a customer's record such as a confirmation email, welcome letters, additional forms required, etc.).	FUT. CivicPlus is planning on introducing this as a tool available for all products in the future and it will be available for the City once completed.	Yes
Provide attendance tracking on all classes and activities.	SUP	Yes
Allow for the creation of pre-assigned payment schedules that can be attached to a class.	SUP	Yes
Ability to set fees as desired for each class including no fees or transport only fees.	SUP	Yes
Ability to report on all aspects of the class and related fees, including resident, non-resident, as well as related withdrawal fees.	SUP. While CivicRec does not yet support tracking withdrawal fees this is included in our current product roadmap and will be available once completed.	Yes
Registration Enrollment		
Allow for online registration and in-person front desk registration.	SUP	Yes
All program registration features must be available online for customers to perform all registration tasks on their own.	SUP	Yes
Allow users to access the online catalog of classes and link directly to the class they wish to enroll in.	SUP	Yes
Allow users to easily enroll in multiple sessions of classes, such as summer camp sessions, without treating each session as a separate class.	SUP	Yes
Allow for priority online registration scheduling options.	SUP. CivicRec currently supports this through the use of pre-requisites and also early bird registrations for members	Yes
During registration process, system should offer suggested classes/programs they might be interested in (similar to the Amazon capability of purchases who bought X book typically bought books Y and Z).	NSUP	n/a
Allow the customer to see a Family Schedule when registering and prompt the user if conflicts in times or classes occur.	NSUP. While CivicRec does provide conflict notifications when attempting to enroll in the same class a 2nd time, it does not provide conflict notifications when attempting to enroll in a class that happens at the same time as another class already enrolled for the same time/day	n/a
Allow the customer to access their Family Calendar to show who is registered when/where.	SUP	Yes
Ability to link and un-link any clients – such as families or organizations.	SUP	Yes
Ability for registrant to add an individual(s) to a waitlist and be automatically notified when they are accepted into the class.	SUP	Yes
Allow for emergency contacts to be entered at the time of registration or later to their profile.	SUP	Yes
Provide registration prompts that can be set by class (e.g., shirt size, special accommodations, allergies, etc.) both drop down menus and/or fill in.	SUP	Yes
Provide ability for customers to upload PDFs to their account (i.e., proof of residency, birth certificates, etc.)	FUT. While not yet available this is something CivicPlus is working to make available for all products.	Yes
Provide detailed record tracking on all registrations by class including:		
Participants with attendance records.	SUP	Yes
Cancelled classes.	SUP	Yes

▯ Who withdrew from the class when.	SUP	Yes
Provide ability to access class lists with current and past enrollments (who was enrolled in this class previous sessions).	SUP	Yes
Allow for online registration for a specific class (e.g., Library' Story Time) to be time specific for start and have ability to cut off the registration at a certain time.	SUP	Yes
Provide options to cut-off a waitlist.	SUP	Yes
Allow for online registration for no-fee classes or activities.	SUP	Yes
Provide the ability to reserve spots for drop-in programs.	NSUP	n/a
Provide tracking of "drop-in" activities along with the total number of spots reserved for drop-ins.	SUP	Yes
Allow for signature capture at the time of enrollment for liability waiver:	SUP	Yes
▯ At front desk registration at all locations, allow the use of a "signature pad" to capture electronic signatures for class authorization.	NSUP	n/a
▯ Online, provide ability to designate their electronic signature, through initial capture or other method.	SUP	Yes
For online registration, once class is registered for, allow link to Outlook or iCal to add class time to calendar with address or link to Google Maps.	SUP. CivicRec provides the ability to link to personal calendars via link to Outlook, Google and iCal calendar tools.	Yes
Provide mechanism for user reviews (such as Yelp and/or City created for testimonials)	SUP. CivicRec provides this through the use of integrated surveys	Yes
Provide the ability to view a sample class (such as a YouTube or Vine video) directly from the catalog e.g., a hyperlink in the catalog to these tools.	SUP. This would be up to the City to provide link to these additional resources.	Yes
After the class is completed automatically:		
▯ Send an email survey to participants.	SUP	Yes
▯ Send an email with a Certificate of Completion (e.g., Aquatics, Sports Clinics, Playschool, Contract Classes)	NSUP	n/a
Registration Payment		
Allow for these specific types of payments, whether at the desk, online, or mobile: (also the ability to utilize credit on account or add credit to account)	SUP	Yes
▯ Credit Cards	SUP	Yes
▯ Checks	SUP	Yes
▯ Debit Cards	SUP	Yes
▯ Gift Cards	SUP	Yes
▯ Scholarship Payments	SUP	Yes
▯ Electronic Funds Transfers from bank accounts	NSUP	n/a
Ensure that all donation or scholarship payments are processed without a service charge.	SUP. This can be accomodated at the City's request only if paid by cash/check. CivicRec cannot waive merchant fees for payments received via CC/Debit payments.	n/a
Track scholarship usage by participant and/or family.	SUP	Yes

Provide ability to add fees or charges with various general ledger accounts to charge without an itemized list being given to the customer. For example – Class Fee is $60, Non-Resident Fee is $13, Equipment Fee is $2, Service Charge is $5, Customer Total = $80 and that is ALL the customer would see.	FUT	Yes
Ensure that all the different fees (as noted in the above sample) have their own unique general ledger account.	SUP	Yes
Ensure that each fee category is tied to related attendance or usage statistics.	SUP	Yes
Provide “shopping cart” payment functionality, allowing a customer to add multiple classes to their cart and reserve their spot in a class until the entire shopping cart is paid for.	SUP. CivicRec does not allow for "reserving" spots in class until tranaction is completed unless the City chooses to not require payment for participation at time of checkout. Adding a registration to the cart does not guarantee a spot in class until checkout is completed.	Yes
Ability to attach enrollment fee to registration per participant/transaction NOT per CLASS (e.g., Participant registers for Fab 4&5, Ready Readers and Letter Learners and will be charged $40 enrollment fee one time vs. $40 per class)	SUP	Yes
Allow for automatic proration of fees at registration or withdrawal of class based on user-defined parameters.	SUP	Yes
Provide the ability to attach extra fees to a course such as withdrawal, refund, late pickup, etc.	SUP	Yes
Allow registrant to have the option to utilize pre-assigned payment schedules or pay in full.	SUP	Yes
Ability to set up Auto Pay for registrant.	SUP	Yes
Allow staff to establish payment plans for registrants to choose and utilize online.	SUP	Yes
Provide ability to automatically generate an invoice by email when payments are due based on user defined parameters	SUP	Yes
Provide ability to print the payment schedule (if applied) on receipts.	SUP	Yes
Ability to email receipts to participant.	SUP	Yes
Allow a variety of discounts to be applied at the time of online registration:	SUP	Yes
Registrant uses a coupon code unique to them that provides a percentage discount.	SUP	Yes
System automatically recognizes registration involves sibling and provides a discount.	SUP	Yes
System automatically recognizes that multiple classes are being registered and applies a discount.	SUP	Yes
System prompts the customer that enrolling in 1 more class would give them a multi-class discount.	NSUP	n/a
Ability for a NSF Check to automatically freeze a user’s account and generate warnings to City staff.	NSUP. While it is not an automatic change, CivicRec provides this through the use of User/Account Flags that are applied by staff.	Yes
Provide tools to conduct easy reconciliation audits of payment drawers whether at the office or in the field.	SUP	Yes

CUSTOMER MANAGEMENT REQUIREMENTS	RESPONSE	INCLUDED IN PRICE (Yes/NO)
When customer does not have an existing account, the system offers the following online options:		
□ Option to create an account and have it immediately available for use.	SUP	Yes
□ Option to require new accounts created on the customer site to be approved on the staff side prior to being able to use them for transactions.	NSUP	n/a
□ Option to activate online customer accounts only after email validation. If selected, an activation email will be sent to the customer's email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.	NSUP	n/a
□ Option for the system to auto-create a password for an account for online access. The password will be included in the account creation confirmation sent automatically by email.	SUP. This is currently available when creating a new account in-house to be sent to the user.	Yes
□ Option to specify number of days until the auto- created password for online access expires.	NSUP	n/a
Provide tools for staff to assist in identifying, consolidating, and merging duplicate customer records.	SUP	Yes
Provide functionality to validate residency based on street address (recognizing that proof of residency will still be required).	SUP. Please see proposal for additional information about CivicRec's residency tool options and associated fees for implementation	Yes
Provide the ability for employees to highlight and access “alerts” on customers for key information (allergies, restrictions, etc.) across all modules.	SUP	Yes
Allow staff to decide what their customers see and are able to perform on the public access side.	SUP	
Provide functionality that associates related customer records as families, households, companies, or organizations. Customers should be able to access information or perform	SUP	Yes
actions in the system for other customers who are associated through this relationship (e.g. a customer signing up family members for programs).		
Provide the ability to view and print their family schedule, including links to activity information (both printable calendar and iCal export)	SUP. This tool does not yet include activity links, but does provide event/activity/reservation details that are included in the calendar details for users.	Yes
Provide the ability to view online and print the following items from a Customer’s account:		
□ Financial transactions and account balance	SUP	Yes
□ Tax receipts	NSUP. While not a Tax receipt, CivicRec does provide a history of all transactions for user to access as needed.	n/a
□ Payments made to their account	SUP	Yes
□ Previous transactions	SUP	Yes
□ Transactions that require attention	SUP	Yes
□ Scholarship information	SUP	Yes
Provide the ability to change their login name and password, as well as their secret question and answer.	NSUP. CivicRec only provides the ability for users to update their password and username if the City chooses to allow them to. CivicRec does not support secret questions.	n/a

Provide the ability to change their address and personal information.	SUP. This is allowed if City chooses to allow it	Yes
Provide the ability to change their answers to custom questions that were asked in their previous transactions (e.g. update their preference for team jersey number).	NSUP	n/a
Provide the ability to change information about their family members as well as add a new family member.	SUP	Yes
Allow a customer identification photo to be stored against the customer's account.	SUP	Yes
Provide document storage for items such as proof of residency, waivers, insurance, medical forms, etc. to be stored against a customer's account.	SUP	Yes
Provide "tickler" or expiration date and reminder functionality for things like insurance, business license, medical forms etc.	SUP. This is only curently supported for waivers that require attention.	Yes

FACILITY BOOKING AND RESERVATION REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Provide for key facility data fields to include all of the following elements:		
Facility name	SUP	Yes
Room/field name	SUP	Yes
Facility type	SUP	Yes
Opening and closing times for each day of the week	SUP	Yes
Overlapping facilities (joint soccer field and baseball field, two meeting rooms within a larger room)	SUP	Yes
Facility notes	SUP	Yes
Individual "skip dates" for the specified facility	SUP	Yes
Default permit disclaimer to use	SUP	Yes
Minimum reservation time, in minutes	SUP	Yes
Minimum set up and breakdown times	FUT. This is currently being worked on through product development.	Yes
Denotation of facility hours	SUP	Yes
Allow staff entry and management of multiple rooms, facility types, and facilities.	SUP	Yes
Provide ability to set the structure of the facility to include child facility linked to parent facility.	SUP	Yes
Provide the ability to handle pool reservations at various levels, for example lanes 2, 4, 6, one-third of the pool, etc.	SUP	Yes
Provide default charges and different fee schedules to be entered for facility types, event types, customer types and specific days and time of the week, and allow individual / unique charges down to the individual facility level.	SUP	Yes
Allow for the following types of reservations:	SUP	Yes
One time - one day	SUP	Yes
Multiple day	SUP	Yes
Repeating pattern	SUP	Yes
Internal use	SUP	Yes
Specific activity	SUP	Yes
League	SUP	Yes
Support approval workflow for applications, routing to correct staff based on type of event.	SUP	Yes
Allow multiple facilities to be rented by a single customer in one-step, without requiring multiple permits or duplicate data entry.	SUP	Yes

Allow for cloning of reservations for annual renters/customers.	SUP	Yes
Allow for holds on facilities for servicing or maintenance that is clearly visible to staff.	SUP	Yes
Allow for facility wait lists, produce, print wait list confirmations, and send notifications to staff when openings become available on an existing wait list.	FUT	Yes
Provide staff the ability to configure an on-screen scheduling calendar to view any number of facilities at once and by day, by week, or by month. The defaults, which control the date, display time increment, facility, and starting display time (to appear in the scheduling calendar when it is first displayed), can be controlled and set by staff.	SUP	Yes
Allow entry by staff of “standard” setup instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, system will allow attachment of standard setup instructions, and allow entry of specialized or custom setup instructions.	SUP	Yes
Have standard set up instructions linked to automatic set-up and breakdown times for reservations.	FUT. This is currently being worked on through product development	Yes
Automatically detect and alert staff if a facility is unavailable due to a conflict. Examples of this are as follows: if the soccer field is being used during the time that sprinklers are scheduled to go off thereby making the ball field unavailable for that same time, a large event at another location will cause there to be no parking for a next-door activity.	SUP. While CivicRec does provide alerts for conflicts, it does not provide supported for managing maintenance schedules as described in the example provided.	Yes
Allow Client access to key facility data online to include at a minimum:		
Interactive Map	SUP	Yes
Layout Options – room to scale drawings	SUP	Yes
Availability of Facilities/Rooms	SUP	Yes
Pictures of amenities	SUP	Yes
Video clips of rooms and venues	SUP. This is supported using video links, but CivicRec does not support embedding video media in pages.	Yes
Provide the ability for customers to request a reservation online, but then is pended until accepted or rejected by staff. This should occur prior to accepting payment from the customer.	SUP	Yes
Provide a mechanism, such as a booking grid, to easily see all facility/room options available for an event across facilities and locations.	SUP	Yes
Provide the ability to notify a customer/ staff if they attempt to reserve for the following situations:		
For a facility that has already been scheduled for that date and time	SUP	Yes
If the requested date and time conflicts with a “global” date restriction	SUP	Yes
For a room/field of a larger facility that is reserved for a larger event	SUP	Yes
For a facility that has a conflicting “individual” date or time restriction	SUP	Yes
Provide the ability to list another party as the event contact other than the customer, for example: an event planner. In this case the event planner is the actual contact	SUP	Yes

MEMBERSHIP REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Membership records should include the following data elements at a minimum:		
Membership name.	SUP	Yes
User defined levels of membership fees.	SUP	Yes
Discounts.	SUP	Yes
Maximum number of uses in user defined intervals.	SUP	Yes
Duration (in days).	SUP	Yes
Maximum number of passes.	SUP	Yes
Ending date.	SUP	Yes
Minimum / maximum membership sales levels.	NSUP. We would welcome additional communication to ensure we are understanding this question appropriately.	n/a

Maximum uses per day.	NSUP	n/a
Package description.	SUP	Yes
Special notes.	SUP	Yes
Provide the ability to sell memberships with specific terms, including weekly, monthly, quarterly, or annually.	SUP	Yes
Track revenue by each membership type, broken down by individual fee charged, income refunds, and net revenue.	SUP	Yes
Allow a membership to be “suspended” for a definable period of time. During the suspension period, the membership will not validate but will automatically become active once the suspension period has passed.	SUP	Yes
Provide various ways to check membership status such as:		
Biometrics to allow access.	NSUP	n/a
Bar code scanning and magnetic stripe scanning.	SUP	Yes
QR codes.	NSUP	n/a
Manual keyboard member ID.	SUP	Yes
Support the ability to create customizable membership cards with photos and bar code labels and mag-stripes.	SUP	Yes
Support the ability for in-house printing of membership cards.	SUP	Yes
At the time the membership card is scanned by the bar code reader or mag- stripe, or biometric verification is used, automatically verify the card to be valid, and update the member’s attendance record at the same time.	SUP. CivicRec does not support biometric verification	Yes
Provide an audio cue if a membership card or biometric validation is scanned that is invalid.	SUP. CivicRec does not support biometric verification	Yes
Allow members to have more than one membership card. Specific cards can be issued for different membership packages with customized pas requirements. Alternatively, a single card can be set up to host more than one membership package.	SUP	Yes
Provide ability for membership pass to automatically renew.	SUP	Yes
Allow memberships to be used as discounts and integrate discount into POS functionality.	SUP	Yes
Allow customers to search and view membership package status information online.	SUP	Yes
Provide the ability for customers to purchase and renew membership packages online.	SUP	Yes

SPORTS LEAGUE REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Ability to schedule any number of leagues and teams with regular game schedule (any number of games) round robin, or elimination tournaments with options for playoffs and consolation games.	FUT. While CivicRec already includes the ability to support and schedule games and practices, we're also getting ready to introduce our tournament/playoff scheduling tools in the coming months	Yes
Support team registration and payment options online.	SUP	Yes
Support detailed league information to be displayed online including league and team schedules, game times and dates, game locations, and posted game scores and standings.	SUP	Yes
Ability to “roll-over” leagues from session to session.	SUP	Yes
Ability to switch home and away for back-to-back games.	SUP	Yes
Ability to balance the league games based on times, location and home games versus away games.	SUP. While these might not all be automatic settings, manual editing is available to ensure this need is being met.	Yes

Ability to register participants as team or individuals.	SUP	Yes
Allow customers to sign up individually or as a team online.	SUP	Yes
Allow customers online to sign up on interest lists to help them find and form teams based on preferences and availability.	NSUP	n/a
Ability to reserve facilities for the specific use of league play and have the option to release those facilities if not required.	SUP	Yes
Ability to schedule officials based on qualifications and ability.	NSUP	n/a
Ability to enter and update scores online.	SUP	Yes
Ability to update statistics online.	FUT	Yes
Ability to modify any date without having to cancel the whole schedule.	SUP	Yes
System has the ability to auto-fill the next bracket as games are completed in a tournament.	SUP	Yes
Teams and individuals are able to be waitlisted for specific leagues.	SUP	Yes
Ability to allocate practice facilities and times.	SUP	Yes
System offers the option to print ID cards so officials can check at the beginning of each game.	SUP	Yes
System can separate league registration from league management.	SUP	Yes
Publish tournament schedules, viewable online.	FUT	Yes
Print reports for tournament draws, schedules, team lists and player lists.	FUT	Yes

INSTRUCTOR MANAGEMENT REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Provide an Instructors Database containing full details on each instructor including a full profile and their photo.	SUP. This is through CivicRec's normal account management tools. This is not an instructor specific module	Yes
Instructor name, address, phone number(s), emails address.	SUP	Yes
Indication of whether phone numbers or email addresses can be released to students.	NSUP	n/a
Notes capability for instructor certifications, awards, skills, etc.	NSUP	n/a
Designation as volunteer or instructor.	SUP. Using account flag tools	Yes
Default type of payment, including fixed fee, percentage, or variable fee.	SUP	Yes
Provide ability to upload detailed contracts to their profile.	SUP. While not a document upload, CivicRec provides an Instructor Contract tool to meet this need.	Yes
Provide ability to load W-9 to an instructor's profile.	NSUP	n/a
Allow instructor contracts to include detail on all classes, times and their fee percentage for each class.	SUP	Yes
Allow different fee percentage rates for different classes for the same instructor.	SUP	Yes
Provide ability for parents to contact instructors via the Instructor online profile.	NSUP	n/a
Provide an Instructor Self Service portal to include at a minimum the following items:		
Class rosters that they can access and print if desired.	SUP	Yes
Automatic prompts to the instructor informing them of roster changes such as drops and additions.	SUP	Yes
Ability to view notes and alerts regarding attendees of classes.	NSUP	n/a

Allow for the individual instructor's pay calculation methods to be entered for one or more instructors per activity. System may calculate Instructor payments by flat fee, $ per hour, $ per booking, $ per participant or % based on specific activity fee.	SUP	Yes
Provide the ability to adjust instructor pay for proration of course fees and course withdrawals.	SUP	n/a
System allows the organization to track instructor invoices and payments.	SUP	Yes
The following functions should only be available to those coaches/instructors who are authorized to perform online administration of their activities. System should allow:		
Coaches/instructors can run the roster report for activities that they are teaching.	SUP. This is provided to instructors via the Instructor Portal	Yes
Instructors can view and print the standard attendance sheet for activities that they are teaching.	SUP	Yes
Instructors can send email to participants of activities that they are teaching.	SUP	Yes
Team contacts can manage their teams online.	SUP	Yes

VOLUNTEER MANAGEMENT REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Provide a Volunteer Database containing details on each volunteer, including skills, certifications and security clearances and their photo:	NSUP. CivicRec does provide Volunteer Management, but does not support storing of certificates, security clearances unless using account flags as a workaround.	n/a
Volunteer name, address, phone number(s), email address.	SUP	Yes
Volunteer certifications, awards, skills, etc.	NSUP. CivicRec does provide Volunteer Management, but does not support storing of certificates, security clearances unless using account flags as a workaround.	n/a
Designation as volunteer or instructor.	SUP	Yes
Provide ability to upload documents to their profile.	FUT	Yes
Provide ability for employees to contact volunteers via the Volunteer online profile for mass requests for help, updates on events, etc.	SUP. While not a volunteer portal, CivicRec supports mass communications via reporting tools as needed.	Yes
Provide a Volunteer Self Service portal to include at a minimum the following items:		
Calendars where they can apply or review schedules.	NSUP	n/a
Automatic notifications (email and text) to the volunteers for changes or drops of shifts.	SUP. This is available using CivicRec's communication/reporting tools	Yes
Ability for the organization to track volunteer hours by day and time.	SUP	Yes
Provide a method to have a volunteer check-in and out for their work shift.	SUP	Yes

TICKETING REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Allow set up of single events, as well as multiple date events, and event series.	SUP	Yes
System must provide ability to restrict users from multiple registrations for multiple dates of the same event or within the same series.	SUP	Yes
Provide functionality for designing, printing, selling and tracking tickets for general admission events such as children	SUP	Yes
activities, film festivals, athletic tournaments, or fundraisers.	SUP	Yes
System must allow the import of existing account holders.	SUP	Yes
Ability to support waitlists features.	SUP	Yes
Ability to convert waitlist registrants into ticketholders.	SUP	Yes

Ability to prioritize waitlist features based on zip code.	NSUP	n/a
Ability to handle high volumes of simultaneous ticket registration.	SUP	Yes
Allow allocation of server resources for known high traffic periods.	n/a. CivicRec is a SaaS	n/a
Ability to set future release dates for tickets.	SUP	Yes
Ability of system to accept adjustments to quantities, ticket open/close dates.	SUP	Yes
Ability to set system to/from/reply emails for ticketholders.	SUP	Yes
Support email and text reminders prior to an event.	FUT	Yes
Support test notifications on waitlists	NSUP	n/a
Support a ticketing confirmation process using email, calendars, and texts.	SUP. CivicRec supports this via email and calendars	Yes
Support the ability of a participant to easily cancel themselves out of attending an event.	NSUP	n/a

MARKETING AND OUTREACH REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Provide mass email functionality to market to and distribute information to current and past customers, based on filters by interest or past activity.	SUP	Yes
Allow email to be sent directly from within the system to one or many individuals, accounts, companies, etc. in text or HTML with the possibility of attaching documents or photos (integration with a third-party tool is acceptable).	SUP	Yes
Provide the ability to set up subscription lists, whereby customers elect to subscribe to particular mailing or communication groups that are used to send regular email or postal mail communications to customers.	SUP	Yes
Allow both staff and customers to manage subscription lists.	SUP	Yes
Allow customization of mass email style templates.	SUP	Yes
Support templates for the standard production of flyers.	NSUP	n/a
Support a Google-like translation functionality for online publications,	NSUP	n/a
Allow the brochure to be downloaded to allow staff to export activity information with style tags in order to create a brochure in Adobe Creative Suite InDesign. Activity information includes times, facilities, descriptions, pricing, days of week, registration code, age range, and number of weeks.	SUP	Yes
Provide the ability to create mailing labels for specific customer groups.	SUP	Yes
System should provide the ability to send SMS or text messages to mobile devices through a designated group of recipients via the system.	SUP	Yes
Have an automated link from classes and activities to surveys – once a class or activity is completed send a survey.	SUP	Yes

PAYMENTS AND REFUNDS REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
Provide a built-in financial export “engine” allowing financial data export into an external accounting system on a daily basis as well as provide date range options.	SUP. Additional fees apply	See proposal for details
Provide the ability to securely store credit card information for payment plans, and ongoing signups for classes and services, drop in registrations or purchase of supplies	SUP	Yes
Must be able to operate on cash, receivables, or accrual accounting basis.	SUP	Yes
Support deferred revenue accounts for revenues collected, but not recognized until future periods and provides a report that states the deferred amount and date when the revenue will be recognized.	SUP	Yes

Allow deposits to be placed, including a partial payment at time of enrollment or booking and collection of the remaining balance later.	SUP	Yes
Allow collection of payment by cash, check, credit card, gift card/certificate, coupon, scholarship funds, or also “from account” if the customer has a credit balance. Check, part cash, and part may pay “split” payments from account.	SUP	Yes
Allow the transfer of debits or credits to another member in the system.	FUT	n/a
Support robust gift card functionality, allowing users to gift a class or series of classes, or other activities.	NSUP. CivicRec gift card tools are used to gift "funds" that are used for registration.	n/a
Include an accounts receivable system to track customer balances, aging accounts receivable and provide reports for payments due.	SUP	Yes
For mass refund transactions (refunding fees for multiple customers), staff can refund:		
Entire activity fee	SUP	Yes
Part of the fee	SUP	Yes
Allow incomplete payments and create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, monthly, or quarterly payments.	SUP	Yes
If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, above the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.	SUP	Yes
Provide the ability to post adjustments to the customer’s account balance.	SUP	Yes
Ability to produce customer invoices and/or statements with user defined levels of detail.	SUP	Yes
Ability to produce a cash summary sheet that lists payment types and/or denomination amounts so that the front desk staff can specify how much of each payment type or denomination is in the cash drawer at the end of the shift.	SUP	Yes
Allow the ability to track and audit cash summary over/shorts.	SUP	Yes
Display the staff that voided a transaction on the receipt.	SUP	Yes
All “system” and “global” information such as GL accounts, facilities, and seasons are managed and maintained within the same web-based application solution. For example, all G/L accounts can be input and edited/maintained in just one area without requiring duplication.	SUP	Yes
Allow staff to group financial accounts by department and then generate reports to track G/L account information by department.	SUP	Yes
Allow staff to define financial accounts by facility. Staff can then choose to just view the G/L account information for their facility when setting up activities and generating reports.	SUP	Yes
Provide for managing applications for scholarship/financial assistance. This includes the ability to capture customer information, ask qualifying questions, and submit the application for approval.	SUP	Yes
Allow for multiple sources of funds for scholarships or other forms of financial assistance to be tracked and managed separately.	SUP	Yes

Allow scholarship amounts to be managed at the individual level, for example, each child in a family can be associated with a discrete scholarship type of amount.	SUP CivicRec has a scholarship allocation and tracking process that allows scholarship money to be funded and allocated to individuals or households.	Yes
Provide the ability to report on financial assistance / scholarship funds used by customer and by fund.	SUP	Yes
Provide the ability to manage coupon codes – including creation of coupon code, tracking usage, and qualifying usage based on customer, max number of allowable uses, POS item, membership, and class.	SUP	Yes
Ability to issue coupon codes in batch style as well as individually assigned/qualifying.	SUP	Yes
Ability to report usage on coupons.	SUP	Yes

POINT OF SALE (POS) REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
POS module provides full cash register/point of sale functionality.	SUP	Yes
POS and other modules have access to the same customer account balance.	SUP	Yes
POS is fully integrated with other system modules. (e.g., taking a payment for a program automatically opens the POS module and pulls the balance forward).	SUP	Yes
Provide the ability to track all inventory items, which can be uniquely defined by each division (e.g., Athletics versus Aquatics)	SUP	Yes
Provide the ability to record and track by date, time, and variety of sales transactions.	SUP	Yes
Provide the ability to allow for multiple types of payment, including the following:		
Cash	SUP	Yes
Checks	SUP	Yes
Credit Cards	SUP	Yes
Gift Cards	SUP	Yes
Pre-loaded Cash Cards	SUP	Yes
A combination of the above in the same transaction	SUP	Yes
System generates retail documents, including inventory, budget, supplier information, and consignment information.	NSUP	n/a
Items can be set up as a specific price (PLU) or as an open price (department).	SUP	Yes
System provides customers with itemized receipts.	SUP	Yes
Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.	SUP	Yes
System allows assignment of particular sales to preset keys.	NSUP	n/a
System provides ability to track opening balance of cash drawer.	SUP	Yes
System displays cash transactions including balance owing and change to be returned.	SUP	Yes
Cashiers have the ability to use different terminals in a given day and the transactions specific to a staff member are accumulated as one total for the day. Similarly, the number of staff using a single register is not limited.	SUP	Yes
Support the use of touch screens that can be tailored to fit individual department's usage.	NSUP. CivicRec is browser-based and is meant to work using touchscreen hardware via a browser but cannot be manipulated to fit individual department dashboard needs.	n/a
Support mobile access in the field through tablets.	SUP	Yes
Provide the ability to update programming centrally (e.g. for pricing changes and changes to product mix).	SUP	Yes

Accommodate reporting on a centralized basis (e.g. system- wide totals) as well as on a local basis (e.g. totals for a particular station only). Reporting must also include day and time of sales option.	SUP	Yes
Provide ability to print a detailed transaction record.	SUP	Yes
Provide ability to summarize transactions, payment type, general ledger account, and location.	SUP	Yes
Allow for tracking of non-revenue admissions, i.e., no-fee events.	SUP	Yes
Provide the breakdown of method of payment used.	SUP	Yes
Provide the ability to sell a gift card both at the counter and online with tracking and reporting on all outstanding gift card balances and usage.	NSUP. CivicRec does support the sale of Gift Cards, this service is currently only available in-house but not online.	n/a
Allow for locking cash drawers that automatically open when a particular transaction is completed.	SUP	Yes
Provide the ability to register a drop-in attendance for a single day of an activity through the POS.	SUP	Yes
For activities that allow both regular registrations for entire session and drop-in attendance, the system should provide the ability to tie the drop-in attendance and revenue to the activity revenue and instructor payment due.	SUP	Yes
Allow for the ability to lend equipment and charge for the equipment from within the POS interface.	FUT	n/a
REPORTING REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
The system should provide a robust report writer to develop customized reports. Report writing should be security enabled so that only users with the proper access can write reports.	n/a. CivicRec provides it's own proprietary reporting tools with the ability to customize reports using available filters and field tools	Yes
All reports have the ability to be viewed on screen or output as Excel Spreadsheet, HTML, or PDF files.	SUP	Yes
Provide ad hoc reporting and canned reports for standard business reporting.	SUP	Yes
Provide the availability of customized self-generated reporting or the ability to download the database and utilize third-party reporting tools.	FUT	n/a
Provide staff with user-controlled “selection screens” prior to running each report. Selection screens allow staff to narrow the report specification by choosing only relevant data, such as reporting just for a single room/field, for a single or group of facilities, dates, and times. Report selections of this type may be made either individually, or in combinations.	SUP	Yes
Allow staff to identify “Favorites” or an equivalent. In this area, staff can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the System, all favorites are presented to the specific staff.	NSUP	n/a
System should produce, at a minimum, the following activity reports:		
Master report listing all activities, description, dates, times.	SUP	Yes
Report listing all activities and all text descriptions, notes.	SUP	Yes
Under minimum enrollment report.	SUP	Yes
Under maximum report.	SUP	Yes
Under minimum enrollment report.	SUP	Yes
Under maximum report.	SUP	Yes
Full activity report.	SUP	Yes
Activity totals and statistics.	SUP	Yes
Ability to produce attendance sheets, which include actual session meeting dates(s) and a capability to “sign in” and “sign out.”	SUP	Yes
Ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, e.g. grand total of all enrollments, reservations and membership sales.	SUP	Yes

Ability to produce the following “daily close” reports:		
Cash receipt report, listing all receipts processed payment type, and totals.	SUP	Yes
Cash distribution summary, showing all payment distributions.	SUP	Yes
Account transfer report, showing funds flow among revenue accounts.	SUP	Yes
Ability to produce monthly and yearly reports similar to the daily close reports that can be specified by date range, starting and ending permit numbers.	SUP	Yes
System provides reporting capabilities, allows printing of reports, labels, and generates email lists based upon multiple selection scenarios, such as zip code, gender, area, birthdates and age range.	SUP	Yes
Provide the ability to reprint receipts.	SUP	Yes
Ability to produce net revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by facility, activity, season, category, or revenue account.	SUP	Yes
Ability to produce reports of all charges and payments coming due.	SUP	Yes
Ability to produce refund report, showing all refunds for a specified date range.	SUP	Yes
Allow staff to automatically produce and print weekly instructor schedules.	SUP	Yes
Ability to produce rosters sortable by entry order, name, team name and age, including all of the following options and data elements:		
All rosters for a site, category, instructor, or supervisor.	SUP	Yes
All rosters for activities starting within a specific date range.	SUP	Yes
Multiple roster formats.	SUP	Yes
Printed rosters, or mailing labels for participants on a roster.	SUP	Yes
Inclusion / exclusion by enrollment type, such as wait list, refunded entries, etc.	SUP. Some detail may require the use of more than one report.	Yes
Allow for emergency phone numbers to be displayed on roster reports.	SUP	Yes
Ability to produce facility usage and availability reports.	SUP. Some detail may require the use of more than one report.	Yes
System produces a reservation master report, including all of the following options and data elements:		
All reservations for a specific center.	SUP	Yes
All reservations for a specific facility type, such as meeting room or ball field.	SUP	Yes
All reservations for a specific date range.	SUP	Yes
All reservations for a specific customer.	SUP	Yes
Combinations of the above.	SUP	Yes
System will produce a facility event setup report for the maintenance staff, which includes all reservations for a selected date range, and includes setup instructions.	SUP	Yes

TECHNICAL REQUIREMENTS	**RESPONSE**	**INCLUDED IN PRICE (Yes/NO)**
General Requirements		
The software should be a Software-as-a-Service solution, hosted by the vendor and accessed via a web browser.	SUP	Yes
Software should provide a mobile app where users may also access and perform the same functions as through the web browser.	NSUP CivicRec provides an interface via web browser for mobile users. It is not necessary for residents to download an app to ecxperience a pleasant and consistent experience with CivicRec.	Yes
The system should support real time on-line updates as the primary processing mode.	SUP	Yes

The system should provide the ability to selectively archive system data based on a user-defined number of years or other user-defined criteria. The archived data should be able to be accessed via another medium, such as direct file download. All data must be housed within the United States.	SUP	Yes
The system should use common master files across all functional modules, i.e., Activity Registration and Membership should share a single customer file.	SUP	Yes
The system database should allow access by API calls.	SUP	Yes
The system should contain a date/time entry stamp and user information reflecting an audit trail on every data element.	SUP	Yes
The system should utilize standard Internet connections and TCP/IP protocol to access all user interfaces	SUP	Yes
The system's access must be available from any location by a web browser or mobile app.	SUP, via web browser	Yes
The system should provide encryption of data using 3DES standards at a minimum.	Passwords are encrypted using one way SHA encryption. Transmissions are encrypted using SSL.	Yes
Software should be OS agnostic but primarily able to be run on Windows 10 computers.	SUP	Yes
The system should contain toolsets to accommodate the following:		
Archiving/purging of data that can be set to match the City's record retention schedules	SUP	Yes
Database maintenance	CivicRec is a SaaS	Yes
End-user interface design	CivicRec provides a custom user experience based on the current sites the public utilizes to interacte with the City.	Yes
System security		
The proposed solution should handle the following scenarios automatically by the vendor:		
Backup management	SUP	Yes
Multiple monitoring sessions	SUP	Yes
Performance monitoring (application and system)	SUP	Yes
Ability to monitor executing jobs	SUP	Yes
Database optimization	SUP	Yes
The system should not use any proprietary fundamental components (e.g.: vendor's proprietary programming language or DBMS.).	SUP	Yes
The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels.	SUP	Yes
The system should enable the client to enter organization- specific values in coding fields (i.e., lookup tables). These and other user configurations should be preserved around software updates. (Product upgrades/software releases should not overwrite client-specific coded data or configurations.)	SUP. CivicRec provides tools for creating some custom user fields as defined by the client. In most cases CivicRec is table-driven and clients do not have the ability to make those changes on their own.	Yes
The system should allow on-line search capabilities based on any field or any combination of fields.	SUP	Yes
System Help	SUP	
The system's on-line help should be available at the system, function, screen, and field level.	SUP	Yes
The system's on-line help/documentation should be updated with each new version release.		
The system's on-line help should provide an index and search capability.	SUP	Yes
The system's on-line help should be context sensitive.		
The vendor's support site should contain a knowledge-base where users can access system related reference material and documentation.	SUP	Yes
The vendor's support site should contain complete and up- to-date manuals for all system modules and functionalities. The manuals should be available for all available versions of the software and should be able to be reproduced if required to distribute to multiple staff members.		

The vendor's support site should contain a complete data dictionary for all system tables and data fields.	NSUP	n/a
The system's error messages should be integrated with online help functions, allowing the data entry person to be able to click on an error message and open the online help document to the appropriate section.	NSUP This is currently a search tool within CivicRec Help Center.	n/a
General Integration/Compatibility Section		
The system should provide full integration with standard the productivity software package Microsoft Office 365 Pro Plus Edition including applications such as Word, Excel and Adobe Acrobat. This includes the ability to import or export data directly into these desktop applications.	NSUP While CivicRec does provide users with the ability to leverage these tools, there is not currently an integration with MS Office Suite.	n/a
The system should support any browser such as Microsoft Internet Explorer 11 or higher, Microsoft Edge, Mozilla Firefox and/or Google Chrome browsers.	SUP	Yes
The system should support data-transfer via flat files (e.g., ASCII, variable and/or fixed length, comma-delimited, etc.) or preferably API calls.	SUP. Some restrictions may apply based on the City's intended functionality.	Yes
The system should provide the ability to interface or integrate with Windows Active Directory and/or Azure Active Directory support a single user sign on if on a Windows system. This should include the ability to use Active Directory if the user is present, while at the same time allow other users who may not be found in Active Directory.	SUP. Please see proposal for additional details	Yes
The system should have the ability to interface or integrate with Microsoft Exchange Online to utilize the email and calendar functions with the applications.	NSUP	n/a
The system should provide Microsoft Add-In capabilities.	NSUP	n/a
User Interface		
The system should provide the ability to configure screens/windows per user role and hide any fields not needed.	SUP	Yes
The system should provide the ability to AutoFill based on a related field (i.e. auto completion of one field based on prior data entry).	SUP	Yes
The system should provide data validation by providing error messages immediately after each field is entered, rather than waiting until the entire screen, record or transaction is finished. (Account number, vendor ID, etc.)	NSUP	n/a
The system should provide a user-defined executive dashboard (financial information, key performance indicators, etc.) based on user profile.	FUT	n/a
The system should provide the capability for creating "favorites" or shortcuts to frequently used screens and reports.	SUP. This is currently only supported for reporting tools.	Yes
The system's controlled values should be available in a drop down boxes or popup windows.	SUP. Drop down boxes when available	Yes
System error messages should appear in a consistent format across all system modules and should be customizable.	SUP, but not customizable by clients	Yes
The system should provide the ability to create new items by copying existing items.	SUP	Yes
The system should provide cut and paste capabilities to move data from field to field.	SUP	Yes
The system should have a built in calendar allowing adjustments in processing and transaction dates for holidays, weekends, etc.	SUP	Yes
The system should provide the ability to send broadcast message by specified users to users at any time, as well as messages that are displayed at logon.	SUP	Yes

The system should provide the capability to store, retrieve, display and print imaged documents. The solution must provide the capability to receive scanned documents from document scanners having industry-standard connection protocols (SCI, TCP/IP, etc.).	FUT	n/a
The system should be able to accept scanned or electronic documents in any format (pdf, xlsx, docx) and link them to a data record.	FUT	n/a
The system should provide transaction logging or journalizing at the data base level. The system should be able to be recover all on-line transactions from the transaction log.	SUP	Yes
The system should provide migration paths for new fields during software upgrades.	SUP	Yes
The system should allow for mass updates to certain fields.	SUP	Yes
The system should provide active notifications based on specific events and conditions.	SUP	Yes
The system should provide efficient application level load- balancing functionality.	SUP	Yes
The system should provide the use of digitized signatures in order to print electronic signatures.	SUP	Yes
The system should allow for the definition of default printers for each user.	NSUP. This isn't supported at the user level	n/a
System Security		
The system should track the use of the system by authorized users.	SUP	
The system should have the ability to report attempts by unauthorized users to use the system.	Please see additional information regarding CivicRec DataCenters in attached proposal	
The system should have the ability to suspend after "x" attempts to access the system with an incorrect password if authentication is internal to the system.	This may be a functionality provided through our IdP Integration capability. We will need additional discussion with the City to define actual needs.	
The system should have the ability to copy a security profile.	SUP	
The system should provide e-commerce security including customer authentication and encryption to protect customer data.	SUP. Some restrictions apply based on merchant selected by the City.	
The system's e-commerce capabilities should be PCI- compliant.	SUP. Some restrictions apply based on merchant selected by the City.	
The system should support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.	SUP	Yes
The system should have the ability to define user access based on:		
Departments/Organizations	SUP	Yes
Roles	SUP	Yes
Individuals	SUP	Yes
Application	SUP	Yes
IP address	NSUP. This isn't supported at the user level.	n/a
Report	SUP	Yes
Screen	SUP	Yes
The system should have the ability to define user access based on:		
Databases	NSUP	n/a
Tables	NSUP	n/a
Documents	NSUP	n/a
Data Elements	NSUP	n/a
The system should have the ability to define and lookup a user based on:		
User Name	SUP	Yes
Role	NSUP	n/a
Organization Name/Number	SUP	Yes
Date user was created	SUP	Yes

Last login	SUP	Yes
The system should allow users to review security transaction history in a report.	SUP	Yes
The system should be able to automatically sign a dormant user off of the system after a user-defined time period.	SUP	Yes
The system should provide the ability to configure User ID/password rules such as length, alpha/numeric, upper/lower case, password definition and expiration period.	SUP--all but expiration period	Yes
The system should provide ability to view or obtain security reports showing:	Some may require CivicRec staff to provide information, but all of these requirements are available for CivicRec clients.	Yes
Security breaches or attempts		
Authorized system use		
Changes to security profiles		
Security snapshot on a specific time period specified by the user		

RFP 19-0205WY Recreation Services Management Software
Evaluation Summary Sheet

Vendor	Consensus Proposal Score	Presentation Score	TOTAL (out of 2000 possible points)
CivicPlus	825	878.34	1703.34
Active Network	680	853.33	1533.33
US eDirect	680	651.66	1331.66

RFP 19-0205WY Recreation Services Management Software
Concensus Proposal Evaluation Sheet

			Evaluator to enter a number from 0 to 10 in the white cells			
Evaluation Criteria per RFP (scale 0 to 10)			**Active Network, LLC**	**CivicPlus, LLC**	**US eDirect**	**Vermont Systems, Inc.**
Qualifications of Firm	**Weight**	**Weighted Score**	270.00	270.00	240.00	210.00
Strength, stability, experience and technical competence of the firm and sub-consultants (if any) – the City reserves the right to request specific sub-consultants for certain portions of the project; Logic of project organization; Adequacy of labor and resource committed to the project.	**30**	**300**	9.00	9.00	8.00	7.00
Qualifications and Experience of Personnel			225.00	270.00	240.00	210.00
Qualifications, education, and experience of project staff; Key Personnel's level of involvement in performing related work. Experience in providing services similar to those requested herein; Experience working with public agencies; Client references	**30**	**300**	7.50	9.00	8.00	7.00
Completeness and Timeliness of Response			65.00	90.00	50.00	70.00
Completeness of response in accordance with RFP instructions; Has not taken exceptions to or deviations from the RFP requirements; Inclusion of required licenses and certifications of firm and key personnel performing the project.	**10**	**100**	6.50	9.00	5.00	7.00
Competitive Cost and Price			120.00	195.00	150.00	150.00
Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quotes; basis on which prices are quoted. Increments	**30**	**300**	4.00	6.50	5.00	5.00

Qualifications of Firm	270.00	270.00	240.00	210.00
Qualifications and Experience of Personnel	225.00	270.00	240.00	210.00
Completeness and Timeliness of Response	65.00	90.00	50.00	70.00
Competitive Cost and Price	120.00	195.00	150.00	150.00
TOTAL WEIGHTED SCORE	680.00	825.00	680.00	640.00

Project Evaluation Summary Report for Recreation Services Management Software (RFP 19-025WY)
Issued on 04/08/2019
Bid Due on April 25, 2019 3:00 PM (Pacific)
Exported on 09/06/2019

Criteria/Senario	Detail	Weight	Weighted Score	ACTIVE Network, LLC	CivicPlus, LLC	US eDirect
Activity Registration	Mylecia (staff) is at the community center helping Sheila (parent) register her son Sean in a tennis class. One-week later, she calls asking for a refund. - Class registration example - Input new client (child) with parent (payee) - Merchant and/or transaction fees passed to customer - Refund example with handling fees applies - Facility booking integration - Example of PCI compliance	10	100	83.33	90	68.33
Administrative Functions	Daisy oversees the City's Contract Class program. She's preparing for the fall season and need to enter a new toddler line dancing class. Cowboy boots are required for participation. Daisy needs to make sure this message is clear to the public necessary. - Activity creation - Brochure export data - Receipt notes - Communications tools (bulk email, callback, etc.)	10	100	86.67	86.67	78.33
Customer Interface	Michele is a parent who prefers to do everything herself. She would like to use the City's software to register her son, Milo, for recreational class. - Ease of use and navigation - Simple activity registration example - Account creation and management - Checkout - Simple easy to understand email receipts	10	100	78.33	88.33	68.33
Customer Management	Martha (staff) is helping an afterschool Kids Club parent by the name of David who needs to change his address and pay a balance due. Martha notices an alert indicating that staff should not accept checks from David. David said he will go home and pay by card but forgot what his login is for the City's registration software. - Interface - Account notes and alerts - Balance due - Password reset	10	100	83.33	91.67	66.67
Facility Booking and Reservations	Jorge handles the City's facilities. Today, he needs to show resident, Janelle, how she can book her picnic shelter online. Later he needs to reserve a conference room with hourly fees for a local non-profit and then add a new room to an existing facility. - Simple facility booking example (i.e. park permit) - Calendar view â€¢ Room reservation (non-monetary) - Fee setup â€¢ Permit notes - Accounts payable / invoicing - Online park permit reservation / is the customer able to see availability? - Overlap" or suggested booking for adjacent/shared facilities - Equipment inventory (chairs, tables, av, etc.) - Adding Facilities"	10	100	86.67	90	68.33
Financial	Clarabelle is the Department's financial wizard. She needs to prepare the drop from the previous day, the tennis instructors' monthly payment, void a same day transaction, and use point of sale to make a donation. - End of day report with GL - GL account number management - Instructor payment - Transaction void - Point of Sale Transaction without transaction fees	10	100	83.33	81.67	75
Internal System Interface	Today is Mylecia's first day at the registration desk, please provide an overview of the product and its interface. - Ease of use and navigation - Attractive interface - Intuitive design - Responsiveness - Utility and customization features - Admin menus	10	100	85	93.33	70
League Management	Charlene (staff) is excited to offer a new Adult Basketball League to the community. She needs to know how she can use the software to register participants and schedule games. She wonders if there are any other benefits to using this tool. - Interface - Scheduling - Facility integration	10	100	76.67	96.67	10
Membership Tools	Rupert is in charge of the Senior Center. Greta is a new participant that just moved to town and needs to sign up and learn how to check-in. Later that day, Rupert's boss wants to know how many people came to the Senior Center. - Interface - Enrollment - Management - Check-in / Check-out Process - Reporting	10	100	95	75	66.67
Reports	Anastasia is the Department's Analyst. She wants to know how many people signed up for a specific tennis class. While she's thinking about it, she is curious to know how many people participate in tennis monthly, annually, and how much revenue the program brings in. She would also like to know what other customer reports she could prepare with the software. - Roster - Participation - Revenue - Custom reports	10	100	95	85	80
		Total		**853.33**	**878.34**	**651.66**

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CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS, LLC
(SOFTWARE LICENSING, IMPLEMENTATION, AND TRAINING – RECREATION SERVICES MANAGEMENT SOFTWARE)

1. PARTIES AND DATE.

This Agreement is made and entered into this September 18th, 2019 ("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 CivicPlus, LLC, a Kansas Corporation with its principal place of business at 302 S. 4th Street, Suite 500, Manhattan, KS 66502 ("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 **Software Licensing, Implementation, and Training** 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 **RFP 19-025WY Recreation Services Management Software** 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 **Software Licensing, Implementation, and Training** 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 **September 18, 2019** to **June 30, 2021** ("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

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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: CivicRec Implementation Consultant.

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3.2.5 City's Representative. The City hereby designates Library and Recreation Director, 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 CivicRec Implementation Consultant., 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,

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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.

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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.

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.

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(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 $2,000,000 per occurrence or claim, $2,000,000 aggregate. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 minimum per claim or occurrence or $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.4 Cyber Liability. Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Software Subscription Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.5 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

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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.

3.2.10.6 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.

3.2.10.7 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.

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3.2.10.9 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.

3.2.10.9 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.

3.2.10.10 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.

3.2.10.11 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.

3.2.10.12 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.

3.2.10.32 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, and upon 30 days written notice to Consultant, 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.

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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 Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services 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 the following: (A) for Initial Term, fiscal year ending June 30, 2020, Thirty Three Thousand Four Hundred Seventy Two Dollars ($33,472); (B) for Year 2, fiscal year ending June 30, 2021, Fifteen Thousand Five Hundred Seven Dollars ($15,507); (C) for Year 3, fiscal year ending June 30, 2022, Fifteen Thousand Five Hundred Seven Dollars ($15,507) ("Annual Renewal Fees") ("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, invoices for "Implementation and Annual Licensing Fees" and "Annual License Renewal Fees" in accordance with the schedules provided for in Exhibit "C" (Compensation). 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,

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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 Services are 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.

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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 thirty (30) 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 Client Content 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. Client will own and be responsible for all Client Data. Client has full access to Client Data and may scrub at any time and retrieve any Client Data. Unnecessary to make it required of CivicPlus to obtain and deliver any Client Data. Any and all website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Client Content") 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. In no event will Client own any intellectual property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client license is subject to the following limitations: Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. CivicPlus will retain title to all intellectual property, trade secrets, ideas and concepts, know-how, methods, techniques, templates and computer software conceived, developed or reduces to practice by CivicPlus prior to, independent of or during this Agreement and Client will have no ownership interest therein. Provided Client complies with the terms and conditions of this Section 3.4 and the relevant SOW, CivicPlus hereby grants Client a limited,

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nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

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 Client Content the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Client Content. Consultant makes no such representation and warranty in regard to Client Content 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 Customer Content 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 Customer Content on any project other than this Project, it shall remove the Consultant's seal from the Customer Content 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 Customer Content on such other project. Consultant shall be responsible and liable for its Customer Content, pursuant to the terms of this Agreement, only with respect to the condition of the Customer Content at the time they are provided to the City upon completion of the project at time of launch. Consultant shall not be responsible or liable for any revisions to the Customer Content 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 Client Content, including any method, process, product, or concept specified or depicted.

3.5.4.1 Intellectual Property. Consultant will indemnify and hold Indemnified Parties harmless from and against any Claims arising out of or in connection with any claim that the Software infringes or violates any intellectual property right of any third party; provided, however, that the City promptly notifies Consultant of the Claim and gives Consultant control of the defense of the Claim and negotiations for its settlement or compromise. If a final judgment prohibits the City from continued use of any Software, or if at any time Consultant is of the opinion that any Software is likely to become the subject of a claim, Consultant shall: (a) obtain for the City the right to use the Software; or (b) replace or modify such Software so that it is no longer subject to the Claim but performs the same functions in an equivalent manner as determined by the City. Consultant will have no liability for any Claim based on (i) use of other than a current release of the Software (if the Claim could have been avoided by that release and if Consultant had notified the City in advance of Claim of the potential infringement); or (ii) any modifications of

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the Software not approved by Consultant. Consultant may not settle any infringement claim that will affect the City's use of the Software without the City's prior written consent, which consent may be withheld for any reason. Consultant shall not have the right to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to, or admission or acknowledgement of any wrongdoing (whether in tort or otherwise) on the part of the City. The City retains the right to participate in any such claim with counsel designated by the City at the City's expense.

3.5.5 Confidentiality. All Client Content, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Client Content 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 Client Content 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:

CivicPlus
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Attn: Contract Manager

City:

Library and Recreation Department
City of Corona
400 South Vicentia Avenue, Suit
Corona, CA 92882
Attn: David Montgomery-Scott

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.

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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 third party 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, notwithstanding the foregoing, Consultant will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of City.

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

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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.

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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]

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CITY'S SIGNATURE PAGE FOR

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS, LLC
(SOFTWARE IMPLEMENTAION AND TRAINING – RECREATION SERVICES MANAGEMENT SOFTWARE)

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

CITY OF CORONA

By: _____
David Montgomery-Scott
Library and Recreation Services Director

By: _____
Jason Lass
Recreation Services Manager

Reviewed:_____
Cita Longsworth
Purchasing Manager

Attest:

_____
Sylvia Edwards
City Clerk

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CONSULTANT'S SIGNATURE PAGE FOR

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS, LLC
(SOFTWARE IMPLEMENTAION AND TRAINING – RECREATION SERVICES MANAGEMENT SOFTWARE)

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

CivicPlus, LLC
a Kansas Corporation

By: DocuSigned by: Brian Rempe A8EB124089E6489...
Brian Rempe
President

By: DocuSigned by: Deb McNew 4763D55822EF4A0...
Deb McNew
Secretary

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EXHIBIT "A"
SCOPE OF SERVICES

The overall objectives for this project are to:

- Implement a long-term cost-effective solution that meets all the key components of the existing product.
- Enhance customer relations while continuing to offer customers flexibility in registration processing
- Reduce manual processes to increase Staff productivity
- Improve integration between applications and other systems in use noted below.
- Improve system users' ability to interact with the City
- Provide customers with an easy to use, cost-effective, online portal for all their recreation needs
- Leverage emerging technology including biometrics, mobile devices, and "apps."
- Use mobile scanning, enrollment, and rosters (classes, leagues, and point of sale)
- Improve online facility scheduling for customers
- Improve attendance and demographic reporting
- Utilize marketing tools and enhance the outbound customer communications
- Provide ease of use and access to customized reporting

The Consultant shall provide the Recreation Management Software and all services necessary to fully implement the product, including adequate training and post-implementation user support.

Background

The City offers and has created numerous programs and services that are offered to its residential population of over 160,000. The program and service categories are as follows:

- Accounting of sales items (export data/print outs for City financial software by account numbers or codes)
- Adaptive Recreation (classes and events)
- Aquatics (memberships, classes, and private lessons)
- Athletics (sports fields, sports leagues, and rentals)
- Basic database tracking and online registration
- Contract Classes (registration, fees, and instructor payments)
- Facility Reservations
- Kids Club (afterschool care, summer camp, and break camps)
- Library
- Parks and Recreation registrations (for camps, classes, rentals, and recreation services)
- Seniors (Memberships, classes, rentals, trips, and point of sale)

Scope of Services

The Consultant and its software shall meet these key areas:

- Activity Registration
- Customer Management
- Facility Availability and Reservations

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- Membership Management
- Sports Leagues
- Instructor Management
- Volunteer Management
- Marketing and Outreach
- Payments and Refunds
- Transaction and Merchant Fees
- Point of Sale
- Reporting

Consultant shall provide guidance, on an as-requested basis, hardware requirements that may work to enhance the Software. This may include point of sale devices, badge/card readers, biometric devices, etc.

Consultant shall provide detailed software implementation timeline to achieve the City's goal of a March 1, 2020 "go-live" date. The implementation methodology should include, at a minimum, the following tasks:

- Project Management Services
- Implementation Planning
- Initial Training of Project Team including "Power Users" for "Train the Trainer" purposes
- Software Configuration
- Testing Approach
- Training Plan
- Regular software updates, improvements, and expansion
- Documentation
- Final Deployment and Go Live Support

Scope of Work Requirements

The City has identified the requirements below as being key components of the new software.

Training, Setup and Technical Support

Consultant shall provide training in the use of the software, assist with the setup procedures to establish a new workable database, and provide support for any reasonable technical assistance requests in a timely manner. Including updates, modules, expansion, etc.

Activity Registration

Consultant shall assist with the City's uses of a distributed approach for course and activity management. Each park or facility supports all the functions including activity setup, registration, waitlist management, payments, instructor assignment and management, attendance, facility scheduling, etc.

Customer Management

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Consultants system shall manage the profiles of the City's 50,000+ customers and 800 organization records as described in the technical specifications table.

Facility Booking and Reservations
Consultant software shall assist the City rooms rentals and rental spaces in facilities, picnic shelters, and other designated areas. Each facility controls their specific indoor and outdoor rental locations. Administrative staff may schedule or access data remotely.

Memberships
Consultant software shall track participation, attendance, and facility security in all program areas.

Sports Leagues
Consultant software shall offer a Sports League module where Staff can, at a minimum, prepare team schedules and field scheduling.

Instructor Management
Consultant software shall provide access to contract class instructors allowing them to view their scope of services and method of compensation.

Volunteer Management
Consultant software shall allow volunteer classification as described in the technical specifications table.

Marketing and Outreach
Consultant software shall allow the City to use email and SMS text messaging services to inform participants for important notifications, reminders, and marketing purposes. Software shall allow for data to be exported for direct CSV format for recreation guide, and other data collection purposes.

Payments and Refunds
Consultant software shall allow for cash payment record keeping and refund in the payment method they were received, with the exception of cash, which can be reimbursed by check.

Point of Sale
Consultant software's Point of Sale (POS) module shall be used for the sales of membership, drop-in services, or merchandise through the City that are not available online.

Reporting
Consultant software shall provide user-friendly reporting such as financial reports, usage reports, participation reports, etc.

QTY	Product Name	DESCRIPTION

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1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -16 hours Virtual Training- delivered in 2 hour blocks -Help Center Access - Access to Live Project Support -Named Implementation Consultant -4 Hours Virtual Consultation
4.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	CivicRec Annual Fee	CivicRec Annual Fee
1.00	ADFS Annual Fee	ADFS Annual Fee
1.00	ADFS Implementation Fee	ADFS - Includes 10 Hours of Setup
1.00	Approved Payment Gateway	Approved Payment Gateway
1.00	Approved Payment Gateway Annual Fee	Approved Payment Gateway Annual Fee
1.00	Memberships/Passes Import	Memberships/Passes Import
1.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	2 Day On-Site Training	2 Day On-Site Training Package
2.00	On-Site Training Fee	On-Site Training Fee
3.00	Travel Days	On-Site Days

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TECHNICAL SPECIFICATIONS

[SEE NEXT 17 PAGES]

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CURRENT OFFERINGS

SERVICE LEVEL REQUIREMENTS

Training

In-depth training for City's software administrators.
On-going complimentary training provided for the duration of the agreement
Release note available to the City for current and future software updates

Setup

Implementation support to ensure a successful January 2020 "go-live" date.
Availability of a trainer or sandbox mode to test the software without impacting other system users or customers.

Technical Support

24/7 customer support.
Ability to make product enhancement requests for future releases

REGISTRATION REQUIREMENTS

Registration Program Structure

Use intuitive navigation and interfaces for easy-to-use enrollment, activity building, and basic functions.
Ability to create the program for different divisions and sub-sections.
Provide a catalog export capability with the option to personalize and edit the computer-generated brochure.
Allow for auto-booking of a facility as the class schedule is built.
Provide links from the online course catalog.
Allow for establishing classes with maximum and minimum registrations with the ability to change them as necessary.
Provide the ability to rollover classes from one session to the next (e.g., rollover the Preschool class from session 1 to session 2).
Allow for key dates per class to be set such as cut-off dates, withdrawal dates, and waitlist cut-offs.
Set time limits for early bird registration price with later start date when the regular price is in effect.
Provide attendance tracking on all classes and activities.
Allow for the creation of pre-assigned payment schedules that can be attached to a class.
Ability to set fees as desired for each class including no fees or transport only fees.
Ability to report on all aspects of the class and related fees, including resident, non-resident, as well as related withdrawal fees.

Registration Enrollment

Allow for online registration and in-person front desk registration.
All program registration features must be available online for customers to perform all registration tasks ontheir own.
Allow users to access the online catalog of classes and link directly to the class they wish to enroll in.
Allow users to easily enroll in multiple sessions of classes, such as summer camp sessions, without treating each session as a separate class.
Allow for priority online registration scheduling options.
Allow the customer to access their Family Calendar to show who is registered when/where.
Ability to link and un-link any clients – such as families or organizations.
Ability for registrant to add an individual(s) to a waitlist and be automatically notified when they are accepted into the class.
Allow for emergency contacts to be entered at the time of registration or later to their profile.
Provide registration prompts that can be set by class (e.g., shirt size, special accommodations, allergies, etc.) both drop down menus and/or fill in.

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Provide detailed record tracking on all registrations by class including:
Participants with attendance records.
Cancelled classes.
Who withdrew from the class when.
Provide ability to access class lists with current and past enrollments (who was enrolled in this class previous sessions).
Allow for online registration for a specific class (e.g., Library' Story Time) to be time specific for start and have ability to cut off the registration at a certain time.
Provide options to cut-off a waitlist.
Allow for online registration for no-fee classes or activities.
Provide tracking of "drop-in" activities along with the total number of spots reserved for drop-ins.
Allow for signature capture at the time of enrollment for liability waiver:
Online, provide ability to designate their electronic signature, through initial capture or other method.
For online registration, once class is registered for, allow link to Outlook or iCal to add class time to calendar with address or link to Google Maps.
Provide mechanism for user reviews (such as Yelp and/or City created for testimonials)
Provide the ability to view a sample class (such as a YouTube or Vine video) directly from the catalog e.g., a hyperlink in the catalog to these tools.
After the class is completed automatically:
Send an email survey to participants.

Registration Payment

Allow for these specific types of payments, whether at the desk, online, or mobile: (also the ability to utilize credit on account or add credit to account):

- Credit Cards
- Checks
- Debit Cards
- Gift Cards
- Scholarship Payments

Ensure that all donation or scholarship payments are processed without a service charge.
Track scholarship usage by participant and/or family.
Ensure that all the different fees (as noted in the above sample) have their own unique general ledger account.
Ensure that each fee category is tied to related attendance or usage statistics.
Provide "shopping cart" payment functionality, allowing a customer to add multiple classes to their cart and reserve their spot in a class until the entire shopping cart is paid for.
Ability to attach enrollment fee to registration per participant/transaction NOT per CLASS (e.g., Participant registers for Fab 4&5, Ready Readers and Letter Learners and will be charged $40 enrollment fee one timevs. $40 per class)
Allow for automatic proration of fees at registration or withdrawal of class based on user-defined parameters.
Provide the ability to attach extra fees to a course such as withdrawal, refund, late pickup, etc.
Allow registrant to have the option to utilize pre-assigned payment schedules or pay in full.
Ability to set up Auto Pay for registrant.
Allow staff to establish payment plans for registrants to choose and utilize online.
Provide ability to automatically generate an invoice byemail when payments are due based on user defined parameters
Provide ability to print the payment schedule (if applied) on receipts.
Ability to email receipts to participant.
Allow a variety of discounts to be applied at the time of online registration:
Registrant uses a coupon code unique to them that provides a percentage discount.

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System automatically recognizes registration involves sibling and provides a discount.
System automatically recognizes that multiple classes are being registered and applies a discount.
Provide tools to conduct easy reconciliation audits of payment drawers whether at the office or in the field.

CUSTOMER MANAGEMENT REQUIREMENTS

When customer does not have an existing account, the system offers the following online options:
Option to create an account and have it immediately available for use.
Option for the system to auto-create a password for an account for online access. The password will be included in the account creation confirmation sent automatically by email.
Provide tools for staff to assist in identifying, consolidating, and merging duplicate customer records.
Provide functionality to validate residency based on street address (recognizing that proof of residency will still be required).
Provide the ability for employees to highlight and access “alerts” on customers for key information (allergies, restrictions, etc.) across all modules.
Allow staff to decide what their customers see and are able to perform on the public access side.
Provide functionality that associates related customer records as families, households, companies, or organizations. Customers should be able to access information or perform actions in the system for other customers who are associated through this relationship (e.g. a customer signing up family members for programs).
Provide the ability to view and print their family schedule, including links to activity information (both printable calendar and iCal export)
Provide the ability to view online and print the following items from a Customer’s account:
Financial transactions and account balance
Payments made to their account
Previous transactions
Transactions that require attention
Scholarship information
Provide the ability to change their address and personal information.
Provide the ability to change information about their family members as well as add a new family member.
Allow a customer identification photo to be stored against the customer’s account.
Provide document storage for items such as proof of residency, waivers, insurance, medical forms, etc. to be stored against a customer’s account.
Provide “tickler” or expiration date and reminder functionality for things like insurance, business license, medical forms etc.

FACILITY BOOKING AND RESERVATION REQUIREMENTS

Provide for key facility data fields to include all of the following elements:
Facility name
Room/field name
Facility type
Opening and closing times for each day of the week
Overlapping facilities (joint soccer field and baseball field, two meeting rooms within a larger room)
Facility notes
Individual “skip dates” for the specified facility
Default permit disclaimer to use
Minimum reservation time, in minutes
Denotation of facility hours

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Allow staff entry and management of multiple rooms, facility types, and facilities.
Provide ability to set the structure of the facility to include child facility linked to parent facility.
Provide the ability to handle pool reservations at various levels, for example lanes 2, 4, 6, one-third of thepool, etc.
Provide default charges and different fee schedules to be entered for facility types, event types, customer types and specific days and time of the week, and allow individual / unique charges down to the individual facility level.
Allow for the following types of reservations:

- One time - one day
- Multiple day
- Repeating pattern
- Internal use
- Specific activity
- League

Support approval workflow for applications, routing to correct staff based on type of event.
Allow multiple facilities to be rented by a single customer in one-step, without requiring multiple permits or duplicate data entry.
Allow for cloning of reservations for annual renters/customers.
Allow for holds on facilities for servicing or maintenance that is clearly visible to staff.
Provide staff the ability to configure an on-screen scheduling calendar to view any number of facilities at once and by day, by week, or by month. The defaults, which control the date, display time increment, facility, and starting display time (to appear in the scheduling calendar when it is first displayed), can be controlled and set by staff.
Allow entry by staff of “standard” setup instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, system will allow attachment of standard setup instructions, and allow entry of specialized or custom setup instructions.
Automatically detect and alert staff if a facility is unavailable due to a conflict. Examples of this are as follows: if the soccer field is being used during the time that sprinklers are scheduled to go off thereby making the ball field unavailable for that same time, a large event at another location will cause there to be no parking for a next-door activity.
Allow Client access to key facility data online to include at a minimum:

- Interactive Map
- Layout Options – room to scale drawings
- Availability of Facilities/Rooms
- Pictures of amenities
- Video clips of rooms and venues

Provide the ability for customers to request a reservation online, but then is pended until accepted or rejectedby staff. This should occur prior to accepting payment from the customer.
Provide a mechanism, such as a booking grid, to easily see all facility/room options available for an event across facilities and locations.
Provide the ability to notify a customer/ staff if they attempt to reserve for the following situations:

- For a facility that has already been scheduled for that date and time
- If the requested date and time conflicts with a “global” date restriction
- For a room/field of a larger facility that is reserved for a larger event
- For a facility that has a conflicting “individual” date or time restriction

Provide the ability to list another party as the event contact other than the customer, for example: an eventplanner. In this case the event planner is the actual contact

MEMBERSHIP REQUIREMENTS

Membership records should include the following data elements at a minimum:

- Membership name.

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- User defined levels of membership fees.
- Discounts.
- Maximum number of uses in user defined intervals.
- Duration (in days).
- Maximum number of passes.
- Ending date.
- Package description.
- Special notes.

Provide the ability to sell memberships with specific terms, including weekly, monthly, quarterly, or annually.
Track revenue by each membership type, broken down by individual fee charged, income refunds, and netrevenue.
Allow a membership to be “suspended” for a definable period of time. During the suspension period, the membership will not validate but will automatically become active once the suspension period has passed.
Provide various ways to check membership status such as:

- Bar code scanning and magnetic stripe scanning.
- Manual keyboard member ID.

Support the ability to create customizable membership cards with photos and bar code labels and mag- stripes.
Support the ability for in-house printing of membership cards.
At the time the membership card is scanned by the bar code reader or mag- stripe, or biometric verification is used, automatically verify the card to be valid, and update the member’s attendance record at the same time.
Provide an audio cue if a membership card or biometric validation is scanned that is invalid.
Allow members to have more than one membership card. Specific cards can be issued for different membership packages with customized pas requirements. Alternatively, a single card can be set up to host more than one membership package.
Provide ability for membership pass to automatically renew.
Allow memberships to be used as discounts and integrate discount into POS functionality.
Allow customers to search and view membership package status information online.
Provide the ability for customers to purchase and renew membership packages online.

SPORTS LEAGUE REQUIREMENTS

Support team registration and payment options online.
Support detailed league information to be displayed online including league and team schedules, game times and dates, game locations, and posted game scores and standings.
Ability to “roll-over” leagues from session to session.
Ability to switch home and away for back-to-back games.
Ability to balance the league games based on times, location and home games versus away games.
Ability to register participants as team or individuals.
Allow customers to sign up individually or as a team online.
Ability to reserve facilities for the specific use of league play and have the option to release those facilities ifnot required.
Ability to enter and update scores online.
Ability to modify any date without having to cancel the whole schedule.
System has the ability to auto-fill the next bracket as games are completed in a tournament.
Teams and individuals are able to be waitlisted for specific leagues.
Ability to allocate practice facilities and times.
System offers the option to print ID cards so officials can check at the beginning of each game.

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System can separate league registration from league management.

INSTRUCTOR MANAGEMENT REQUIREMENTS

Provide an Instructors Database containing full details on each instructor including a full profile and their photo:

- Instructor name, address, phone number(s), emails address.
- Designation as volunteer or instructor.
- Default type of payment, including fixed fee, percentage, or variable fee.

Provide ability to upload detailed contracts to their profile.

Allow instructor contracts to include detail on all classes, times and their fee percentage for each class.

Allow different fee percentage rates for different classes for the same instructor.

Provide an Instructor Self Service portal to include at a minimum the following items:

- Class rosters that they can access and print if desired.
- Automatic prompts to the instructor informing them of roster changes such as drops and additions.

Allow for the individual instructor's pay calculation methods to be entered for one or more instructors per activity. System may calculate Instructor payments by flat fee, $ per hour, $ per booking, $ per participant or% based on specific activity

Provide the ability to adjust instructor pay for proration of course fees and course withdrawals.

System allows the organization to track instructor invoices and payments.

The following functions should only be available to thosecoaches/instructors who are authorized to perform online administration of their activities. System should allow:

- Coaches/instructors can run the roster report for activities that they are teaching.
- Instructors can view and print the standard attendance sheet for activities that they are teaching.
- Instructors can send email to participants of activities that they are teaching.
- Team contacts can manage their teams online.

VOLUNTEER MANAGEMENT REQUIREMENTS

Provide a Volunteer Database containing details on each volunteer, including skills, certifications and security clearances and their photo:

- Volunteer name, address, phone number(s), email address.
- Designation as volunteer or instructor.

Provide ability for employees to contact volunteers via the Volunteer online profile for mass requests for help, updates on events, etc.:

- Automatic notifications (email and text) to the volunteers for changes or drops of shifts.

Ability for the organization to track volunteer hours by day and time.

Provide a method to have a volunteer check-in and out for their work shift.

TICKETING REQUIREMENTS

Allow set up of single events, as well as multiple date events, and event series.

System must provide ability to restrict users from multiple registrations for multiple dates of the same event or within the same series.

Provide functionality for designing, printing, selling and tracking tickets for general admission events such aschildren
activities, film festivals, athletic tournaments, or fundraisers.

System must allow the import of existing account holders.

Ability to support waitlists features.

Ability to convert waitlist registrants into ticketholders.

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Ability to handle high volumes of simultaneous ticket registration.
Ability to set future release dates for tickets.
Ability of system to accept adjustments to quantities, ticket open/close dates.
Ability to set system to/from/reply emails for ticketholders.
Support a ticketing confirmation process using email, calendars, and texts.

MARKETING AND OUTREACH REQUIREMENTS

Provide mass email functionality to market to and distribute information to current and past customers, based on filters by interest or past activity.
Allow email to be sent directly from within the system to one or many individuals, accounts, companies, etc. in text or HTML with the possibility of attaching documents or photos (integration with a third-party tool isacceptable).
Provide the ability to set up subscription lists, whereby customers elect to subscribe to particular mailing or communication groups that are used to send regular email or postal mail communications to customers.
Allow both staff and customers to manage subscription lists.
Allow customization of mass email style templates.
Provide the ability to create mailing labels for specific customer groups.
System should provide the ability to send SMS or text messages to mobile devices through a designated group of recipients via the system.
Have an automated link from classes and activities to surveys – once a class or activity is completed send asurvey.

PAYMENTS AND REFUNDS REQUIREMENTS

Provide a built-in financial export “engine” allowing financial data export into an external accounting system ona daily basis as well as provide date range options.
Provide the ability to securely store credit card information for payment plans, and ongoing signups for classes and services, drop in registrations or purchase of supplies
Must be able to operate on cash, receivables, or accrual accounting basis.
Support deferred revenue accounts for revenues collected, but not recognized until future periods andprovides a report that states the deferred amount and date when the revenue will be recognized.
Allow deposits to be placed, including a partial payment at time of enrollment or booking and collection of the remaining balance later.
Allow collection of payment by cash, check, credit card, gift card/certificate, coupon, scholarship funds, or also “from account” if the customer has a credit balance. Check, part cash, and part may pay “split” payments from account.
Include an accounts receivable system to track customer balances, aging accounts receivable and providereports for payments due.
For mass refund transactions (refunding fees for multiple customers), staff can refund:
    Entire activity fee
    Part of the fee
Allow incomplete payments and create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, monthly, or quarterly payments.
If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, above the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.
Provide the ability to post adjustments to the customer’s account balance.
Ability to produce customer invoices and/or statements with user defined levels of detail.
Ability to produce a cash summary sheet that lists payment types and/or denomination amounts so that thefront desk
staff can specify how much of each payment type or denomination is in the cash drawer at the end of theshift.
Allow the ability to track and audit cash summary over/shorts.
Display the staff that voided a transaction on the receipt.
All “system” and “global” information such as GL accounts, facilities, and seasons are managed and maintained within the same web-based application solution. For example, all G/L accounts can be input and edited/maintained in just one area
Allow staff to group financial accounts by department and then generate reports to track G/L account information by department.
Allow staff to define financial accounts by facility. Staff can then choose to just view the G/L account information for their facility when setting up activities and generating reports.
Provide for managing applications for scholarship/financial assistance. This includes the ability to capture customer information, ask qualifying questions, and submit the application for approval.

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Allow for multiple sources of funds for scholarships or other forms of financial assistance to be tracked and managed separately.
Allow scholarship amounts to be managed at the individual level, for example, each child in a family can be associated with a discrete scholarship type of amount.
Provide the ability to report on financial assistance / scholarship funds used by customer and by fund.
Provide the ability to manage coupon codes – including creation of coupon code, tracking usage, and qualifying usage based on customer, max number of allowable uses, POS item, membership, and class.
Ability to issue coupon codes in batch style as well as individually assigned/qualifying.
Ability to report usage on coupons.

POINT OF SALE (POS) REQUIREMENTS
POS module provides full cash register/point of sale functionality.
POS and other modules have access to the same customer account balance.
POS is fully integrated with other system modules. (e.g., taking a payment for a program automatically opens the POS module and pulls the balance forward).
Provide the ability to track all inventory items, which can be uniquely defined by each division (e.g., Athleticsversus Aquatics)
Provide the ability to record and track by date, time, and variety of sales transactions.
Provide the ability to allow for multiple types of payment, including the following:
- Cash
- Checks
- Credit Cards
- Gift Cards
- Pre-loaded Cash Cards
- A combination of the above in the same transaction

Items can be set up as a specific price (PLU) or as an open price (department).
System provides customers with itemized receipts.
Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.
System provides ability to track opening balance of cash drawer.
System displays cash transactions including balance owing and change to be returned.
Cashiers have the ability to use different terminals in a given day and the transactions specific to a staff member are accumulated as one total for the day. Similarly, the number of staff using a single register is not limited.
Support mobile access in the field through tablets.
Provide the ability to update programming centrally (e.g. for pricing changes and changes to product mix).
Accommodate reporting on a centralized basis (e.g. system- wide totals) as well as on a local basis (e.g.totals for a particular station only). Reporting must also include day and time of sales option.
Provide ability to print a detailed transaction record.
Provide ability to summarize transactions, payment type, general ledger account, and location.
Allow for tracking of non-revenue admissions, i.e., no-fee events.
Provide the breakdown of method of payment used.
Allow for locking cash drawers that automatically open when a particular transaction is completed.
Provide the ability to register a drop-in attendance for a single day of an activity through the POS.
For activities that allow both regular registrations for entire session and drop-in attendance, the system should provide the ability to tie the drop-in attendance and revenue to the activity revenue and instructor payment due.

REPORTING REQUIREMENTS
All reports have the ability to be viewed on screen or output as Excel Spreadsheet, HTML, or PDF files.

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Provide ad hoc reporting and canned reports for standard business reporting.
Provide staff with user-controlled “selection screens” prior to running each report. Selection screens allow staff to narrow the report specification by choosing only relevant data, such as reporting just for a single room/field, for a single or group of facilities, dates, and times. Report selections of this type may be made either individually, or in combinations.
System should produce, at a minimum, the following activity reports:

- Master report listing all activities, description, dates, times.
- Report listing all activities and all text descriptions, notes.
- Under minimum enrollment report.
- Under maximum report.
- Full activity report.
- Activity totals and statistics.

Ability to produce attendance sheets, which include actual session meeting dates(s) and a capability to “signin” and “sign out.”
Ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, e.g. grand total of all enrollments, reservations and membership sales.
Ability to produce the following “daily close” reports:

- Cash receipt report, listing all receipts processed payment type, and totals.
- Cash distribution summary, showing all payment distributions.
- Account transfer report, showing funds flow among revenue accounts.

Ability to produce monthly and yearly reports similar to the daily close reports that can be specified by daterange, starting and ending permit numbers.
System provides reporting capabilities, allows printing of reports, labels, and generates email lists based upon multiple selection scenarios, such as zip code, gender, area, birthdates and age range.
Provide the ability to reprint receipts.
Ability to produce net revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by facility, activity, season, category, or revenue account.
Ability to produce reports of all charges and payments coming due.
Ability to produce refund report, showing all refunds for a specified date range.
Allow staff to automatically produce and print weekly instructor schedules.
Ability to produce rosters sortable by entry order, name, team name and age, including all of the followingoptions and data elements:

- All rosters for a site, category, instructor, or supervisor.
- All rosters for activities starting within a specific date range.
- Multiple roster formats.
- Printed rosters, or mailing labels for participants on a roster.
- Inclusion / exclusion by enrollment type, such as wait list, refunded entries, etc.

Allow for emergency phone numbers to be displayed on roster reports.
Ability to produce facility usage and availability reports.
System produces a reservation master report, including all of the following options and data elements:

- All reservations for a specific center.
- All reservations for a specific facility type, such as meeting room or ball field.
- All reservations for a specific date range.
- All reservations for a specific customer.
- Combinations of the above.

System will produce a facility event setup report for the maintenance staff, which includes all reservations fora selected date range, and includes setup instructions.

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TECHNICAL REQUIREMENTS

General Requirements

The software should be a Software-as-a-Service solution, hosted by the vendor and accessed via a webbrowser.
The system should support real time on-line updates as the primary processing mode.
The system should provide the ability to selectively archive system data based on a user-defined number of years or other user-defined criteria. The archived data should be able to be accessed via another medium, such as direct file download. A
The system should use common master files across all functional modules, i.e., Activity Registration and Membership should share a single customer file.
The system database should allow access by API calls.
The system should contain a date/time entry stamp and user information reflecting an audit trail on every dataelement.
The system should utilize standard Internet connections and TCP/IP protocol to access all user interfaces
The system's access must be available from any location by a web browser or mobile app.
The system should provide encryption of data using 3DES standards at a minimum.
Software should be OS agnostic but primarily able to be run on Windows 10 computers.
The system should contain toolsets to accommodate the following:

- Archiving/purging of data that can be set to match the City's record retention schedules
- Database maintenance
- End-user interface design
- System security

The proposed solution should handle the following scenarios automatically by the vendor:

- Backup management
- Multiple monitoring sessions
- Performance monitoring (application and system)
- Ability to monitor executing jobs
- Database optimization

The system should not use any proprietary fundamental components (e.g.: vendor's proprietary programminglanguage or DBMS.).
The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
The system should enable the client to enter organization- specific values in coding fields (i.e., lookup tables). These and other user configurations should be preserved around software updates. (Product upgrades/software releases should not ov
The system should allow on-line search capabilities based on any field or any combination of fields.

System Help

The system's on-line help should be available at the system, function, screen, and field level.
The system's on-line help/documentation should be updated with each new version release.
The system's on-line help should provide an index and search capability.
The system's on-line help should be context sensitive.
The vendor's support site should contain a knowledge-base where users can access system related reference material and documentation.
The vendor's support site should contain complete and up- to-date manuals for all system modules and functionalities. The manuals should be available for all available versions of the software and should be able to be reproduced if required to

General Integration/Compatibility Section

The system should support any browser such as Microsoft Internet Explorer 11 or higher, Microsoft Edge, Mozilla Firefox and/or Google Chrome browsers.
The system should support data-transfer via flat files (e.g., ASCII, variable and/or fixed length, comma- delimited, etc.) or preferably API calls.
The system should provide the ability to interface or integrate with Windows Active Directory and/or Azure Active Directory support a single user sign on if on a Windows system. This should include the ability to use Active Directory if

User Interface

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The system should provide the ability to configure screens/windows per user role and hide any fields notneeded.
The system should provide the ability to AutoFill based on a related field (i.e. auto completion of one field based on prior data entry).
The system should provide the capability for creating "favorites" or shortcuts to frequently used screens and reports.
The system's controlled values should be available in a drop down boxes or popup windows.
System error messages should appear in a consistent format across all system modules and should be customizable.
The system should provide the ability to create new items by copying existing items.
The system should provide cut and paste capabilities to move data from field to field.
The system should have a built in calendar allowing adjustments in processing and transaction dates forholidays, weekends, etc.
The system should provide the ability to send broadcast message by specified users to users at any time, aswell as messages that are displayed at logon.
The system should provide transaction logging or journalizing at the data base level. The system should be able to be recover all on-line transactions from the transaction log.
The system should provide migration paths for new fields during software upgrades.
The system should allow for mass updates to certain fields.
The system should provide active notifications based on specific events and conditions.
The system should provide efficient application level load- balancing functionality.
The system should provide the use of digitized signatures in order to print electronic signatures.

System Security

The system should track the use of the system by authorized users.
The system should have the ability to report attempts by unauthorized users to use the system.
The system should have the ability to suspend after "x" attempts to access the system with an incorrect password if authentication is internal to the system.
The system should have the ability to copy a security profile.
The system should provide e-commerce security including customer authentication and encryption to protectcustomer data.
The system's e-commerce capabilities should be PCI- compliant.
The system should support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.
The system should have the ability to define user access based on:

- Depeartments/Organizations
- Roles
- Individuals
- Application
- Report
- Screen

The system should have the ability to define and lookup a user based on:

- User Name
- Organization Name/Number
- Date user was created
- Last login

The system should allow users to review security transaction history in a report.
The system should be able to automatically sign a dormant user off of the system after a user-defined timeperiod.
The system should provide the ability to configure User ID/password rules such as length, alpha/numeric, upper/lower case, password definition and expiration period.
The system should provide ability to view or obtain security reports showing:

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Security breaches or attempts
Authorized system use
Changes to security profiles
Security snapshot on a specific time period specified by the user

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EXCLUSIONS

REGISTRATION REQUIREMENTS

Registration Enrollment

During registration process, system should offer suggested classes/programs they might be interested in (similar to the Amazon capability of purchases who bought X book typically bought books Y and Z).

Allow the customer to see a Family Schedule whenregistering and prompt the user if conflicts in times or classes occur.

Provide the ability to reserve spots for drop-in programs.

Allow for signature capture at the time of enrollment for liability waiver:

At front desk registration at all locations, allow the use of a “signature pad” to capture electronic signatures for class authorization.

After the class is completed automatically:

Send an email with a Certificate of Completion (e.g., Aquatics, Sports Clinics, Playschool, Contract Classes)

Registration Payment

Allow for these specific types of payments, whether at the desk, online, or mobile: (also the ability to utilize credit on account or add credit to account):

Electronic Funds Transfers from bank accounts

Allow a variety of discounts to be applied at the time of online registration:

System prompts the customer that enrolling in 1 more class would give them a multi-class discount.

Ability for a NSF Check to automatically freeze a user’s account and generate warnings to City staff.

CUSTOMER MANAGEMENT REQUIREMENTS

When customer does not have an existing account, the system offers the following online options:

Option to require new accounts created on the customer site to be approved on the staff side prior to being able to use them for transactions.

Option to activate online customer accounts only after email validation. If selected, an activation email will be sent to the customer's email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.

Option to specify number of days until the auto- created password for online access expires.

Provide the ability to view online and print the following items from a Customer’s account:

Tax receipts

Provide the ability to change their login name and password, as well as their secret question and answer.

Provide the ability to change their answers to custom questions that were asked in their previous transactions(e.g. update their preference for team jersey number).

MEMBERSHIP REQUIREMENTS

Membership records should include the following data elements at a minimum:

Minimum / maximum membership sales levels.

Maximum uses per day.

Provide various ways to check membership status such as:

Biometrics to allow access.

QR codes.

SPORTS LEAGUE REQUIREMENTS

Allow customers online to sign up on interest lists to help them find and form teams based on preferencesand availability.

Ability to schedule officials based on qualifications and ability.

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INSTRUCTOR MANAGEMENT REQUIREMENTS

Provide an Instructors Database containing full details on each instructor including a full profile and theirphoto.

- Indication of whether phone numbers or email addresses can be released to students.
- Notes capability for instructor certifications, awards, skills, etc.

Provide ability to load W-9 to an instructor's profile.

Provide ability for parents to contact instructors via the Instructor online profile.

Provide an Instructor Self Service portal to include at a minimum the following items:

- Ability to view notes and alerts regarding attendees of classes.

VOLUNTEER MANAGEMENT REQUIREMENTS

Provide a Volunteer Database containing details on each volunteer, including skills, certifications and security clearances and their photo:

- Volunteer name, address, phone number(s), email address.
- Volunteer certifications, awards, skills, etc.

Provide a Volunteer Self Service portal to include at a minimum the following items:

- Calendars where they can apply or review schedules.

TICKETING REQUIREMENTS

Ability to prioritize waitlist features based on zip code.

Allow allocation of server resources for known high traffic periods.

Support test notifications on waitlists

Support the ability of a participant to easily cancel themselves out of attending an event.

MARKETING AND OUTREACH REQUIREMENTS

Support templates for the standard production of flyers.

Support a Google-like translation functionality for online publications,

PAYMENTS AND REFUNDS REQUIREMENTS

Support robust gift card functionality, allowing users to gift a class or series of classes, or other activities.

POINT OF SALE (POS) REQUIREMENTS

System generates retail documents, including inventory, budget, supplier information, and consignmentinformation.

System allows assignment of particular sales to preset keys.

Support the use of touch screens that can be tailored to fit individual department's usage.

Provide the ability to sell a gift card both at the counter and online with tracking and reporting on alloutstanding gift card balances and usage.

REPORTING REQUIREMENTS

Allow staff to identify "Favorites" or an equivalent. In this area, staff can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the System, all favorites are presented to the specific staff.

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TECHNICAL REQUIREMENTS

General Requirements

Software should provide a mobile app where users may also access and perform the same functions as through the web browser.

System Help

The vendor's support site should contain a complete data dictionary for all system tables and data fields.

The system's error messages should be integrated with online help functions, allowing the data entry person to be able to click on an error message and open the online help document to the appropriate section.

General Integration/Compatibility Section

The system should provide full integration with standard the productivity software package Microsoft Office 365 Pro Plus Edition including applications such as Word, Excel and Adobe Acrobat. This includes the ability to import or export data directly into these desktop applications.

The system should have the ability to interface or integrate with Microsoft Exchange Online to utilize the email and calendar functions with the applications.

The system should provide Microsoft Add-In capabilities.

User Interface

The system should provide data validation by providing error messages immediately after each field is entered, rather than waiting until the entire screen, record or transaction is finished. (Account number, vendorID, etc.)

The system should allow for the definition of default printers for each user.

System Security

The system should have the ability to define user access based on:

- IP Address

The system should have the ability to define user access based on:

- Databases
- Tables
- Documents
- Data Elements

The system should have the ability to define and lookup a user based on:

- Role

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CURRENT OFFERINGS

REGISTRATION REQUIREMENTS

Registration Program Structure

Provide the ability to attach any PDF to a customer's record such as a confirmation email, welcome letters, additional forms required, etc.).

Registration Enrollment

Provide ability for customers to upload PDFs to their account (i.e., proof of residency, birth certificates, etc.)

Registration Payment

Provide ability to add fees or charges with various general ledger accounts to charge without an itemized list being given to the customer. For example – Class Fee is $60, Non-Resident Fee is $13, Equipment Fee is $2, Service Charge is $5, Customer Total = $80 and that is ALL the customer would see.

FACILITY BOOKING AND RESERVATION REQUIREMENTS

Provide for key facility data fields to include all of the following elements:

Minimum set up and breakdown times

Allow for facility wait lists, produce, print wait list confirmations, and send notifications to staff when openings become available on an existing wait list.

Have standard set up instructions linked to automatic set-up and breakdown times for reservations.

SPORTS LEAGUE REQUIREMENTS

Ability to schedule any number of leagues and teams with regular game schedule (any number of games) round robin, or elimination tournaments with options for playoffs and consolation games.

Ability to update statistics online.

Publish tournament schedules, viewable online.

Print reports for tournament draws, schedules, team lists and player lists.

VOLUNTEER MANAGEMENT REQUIREMENTS

Provide ability to upload documents to their profile.

TICKETING REQUIREMENTS

Support email and text reminders prior to an event.

PAYMENTS AND REFUNDS REQUIREMENTS

Allow the transfer of debits or credits to another member in the system.

POINT OF SALE (POS) REQUIREMENTS

Allow for the ability to lend equipment and charge for the equipment from within the POS interface.

REPORTING REQUIREMENTS

Provide the availability of customized self-generated reporting or the ability to download the database and utilize third-party reporting tools.

TECHNICAL REQUIREMENTS

User Interface

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The system should provide a user-defined executive dashboard (financial information, key performanceindicators, etc.) based on user profile.
The system should provide the capability to store, retrieve, display and print imaged documents. The solution must provide the capability to receive scanned documents from document scanners having industry-standard connection protocols (SC
The system should be able to accept scanned or electronic documents in any format (pdf, xlsx, docx) and link them to a data record.

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EXHIBIT "B"
SCHEDULE OF SERVICES

SAMPLE TIMELINE

The following timeline for informational purposes only and nonbinding upon either party.

INITIATE	DESCRIPTION	NOTES	START DATE	DUE DATE
Project Initiation & Review	Project Lead will review the contract, Statement of Work (SOW) and any other documentation from the sales process. Project Lead will send initial project kickoff information to the client.		5 days from execution	9 days from execution
Kickoff Call	The Implementation Consultant will have a 1 hour kick-off call with the client to present an overview of the project and discuss other important information.		12 days from execution	23 days from execution
Project Timeline Review & Approval	The client will work with the Implementation Consultant to confirm the project timeline or make schedule change requests.		26 days from execution	30 days from execution
ANALYZE	**DESCRIPTION**	**NOTES**	**START DATE**	**DUE DATE**
Submit GL Code Import Template	The client will submit their GL Code Import Template.		26 days from execution	37 days from execution
GL Code Import	The Web Developer will import GL Codes into CivicRec.		40 days from execution	44 days from execution
DESIGN & CONFIGURE	**DESCRIPTION**	**NOTES**	**START DATE**	**DUE DATE**
Configuration Training	The Implementation Consultant will provide up to 2 hours of virtual training on configuration settings.		47 days from execution	51 days from execution
Facilities Training	The Implementation Consultant will provide up to 2 hours of virtual training on the Facilities module.		61 days from execution	65 days from execution
Facilities Catalog Creation	The client can begin building their Facilities Catalog after Facilities Training is complete. This should be completed before Activities Training.		68 days from execution	79 days from execution
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		75 days from execution	79 days from execution
Activities Training	The Implementation Consultant will provide up to 2 hours of virtual training on the Activities module.		82 days from execution	86 days from execution
Public Page Build	The Web Developer will take the design from the client's website and apply it to the CivicRec public page.		89 days from execution	93 days from execution
Activities Catalog Creation	The client can begin building their Activities Catalog after Activities Training is complete. This should be completed before Point of Sale (POS) Training.		89 days from execution	100 days from execution
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		103 days from execution	107 days from execution
POS/ Reporting Training	The Implementation Consultant will provide up to 2 hours of virtual training on the POS module.		117 days from execution	121 days from execution

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OPTIMIZE	DESCRIPTION	NOTES	START DATE	DUE DATE
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		125 days from execution	128 days from execution
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		131 days from execution	135 days from execution
Confirm Test Data Clearance	The Implementation Consultant will confirm what test data will need to be cleared.		138 days from execution	142 days from execution
Test Data Clearance	The Implementation Consultant will clear all test transaction history and any users who are not listed as employees. If the client has a custom list of users to be deleted, this needs to be provided prior to this date.		138 days from execution	142 days from execution
LAUNCH	DESCRIPTION	NOTES	START DATE	DUE DATE
System Preparation for Launch Meeting	The Implementation Consultant will check-in with the client to ensure the items in the checklist are complete prior to launch.		145 days from execution	149 days from execution
Remove Trial Flag	The Implementation Consultant will remove the "Trial Account" verbiage from the software.		145 days from execution	156 days from execution
Setup Software Fee Service Plan	The Implementation Consultant will setup the client's service plan to initiate billing as outlined in the contract.		145 days from execution	156 days from execution
Official Launch	The client will announce the use of their new CivicRec software and make it available to citizens.		145 days from execution	156 days from execution
Project Close Procedures	The Implementation Consultant will update the client record with the appropriate notes for Support & Client Success teams.		159 days from execution	163 days from execution

The Contract may be extended by the City for up to two (2) consecutive two (2) year renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties.

Agreement Terms – optional renewal periods

- Option year 1, if exercised, shall be effective July 1, 2021, through June 30, 2023.
- Option year 2, if exercised, shall be effective July 1, 2023, through June 30, 2025.

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EXHIBIT "C"
COMPENSATION

TOTAL COMPESNATION
As provided for in Section 3.3.1 of the Agreement, Total Compensation each year of the Term (July 1st through June 30th) shall not exceed the following:

IMPLEMENATION AND ANNUAL LICENSING FEES

Initial Term	Not to exceed $33,472 One-time Implementation Fees: Not to exceed $21,325 Annual Licensing Fee: to be prorated to correllate with a period beginning with mutual Agreement execution and ending June 30, 2020

ANNUAL LICENSE RENEWAL FEES

Year 2	$15,507 Annual Licensing Fee Only

Consultant shall issue Annual License Renewal Fees for each 1-yr renewal period. Annual License Renewal Fees shall accurately reflect the City's data and trasaction volume in the previous 12 month period.

City shall pay the consultant's following license fee rate for the duration of this agreement unless otherwise agreed upon by both parties.

- License Fee Rate – 1.5%

City shall pay its prefered merchant gateway the following rates for the duration of this agreement unless otherwise agreed upon by both parties utilize OpenEdge as its preferred merchant gateway.

To the best of CivicPlus' understanding, OpenEdge currently charges the following rates for transactions:

- Merchant Fee Rate – 3% + $0.30 per credit card transaction

Client acknowledges that such rates are nonbinding on CivicPlus and shall be controlled solely by the contract by and between Client and OpenEdge.

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PRICING SCHEDULE

1. The Initial Term Fees (total of One-Time Costs and Recurring Cost) shall be invoiced as follows:

    a. September 18, 2019 – 50% of the Initial Term Fees;

    b. The earlier of 12 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining 50% of the Initial Term Fees.

2. Renewal Term Annual Licensing Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be reassessed at a rate not to exceed 1.5% of the prior year's Actual Processing Volume, as that term is defined in Section 6 below, beginning in Year 4 of service.

3. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services provided, as described in Exhibit "C", and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. City expressly acknowledges and agrees that City is familiar with the proposed Services and Consultant's billing process.

4. For the purposes of obtaining merchant account services through CP Pay, City may utilize the designated merchant account for Consultant through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event City chooses CP Pay Merchant, City will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely ensure to the benefit and obligation of City; Consultant shall not be a party to such agreement. In the event City chooses CP Pay Merchant, Consultant will facilitate City and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to City. City agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If City desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in City's implementation fees. City agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. City acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by City's merchant account processor. City is fully responsible for their relationship with their selected processor. In no event will Consultant: (i) take part in negotiations, (ii) pay any fees incumbent on the City or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.

5. When City uses CP Pay, then City may take online credit card payments for certain

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services or products they provide via the City websites supported by Consultant. As such, through CP Pay, Consultant facilitates an automated process for redirecting credit card payments to City's chosen payment gateways / merchant account processors. For card payments, Consultant will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. Consultant does not transmit, process or store cardholder data and does not present the payment form. Consultant implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

6. The City's Annual Renewal Fees agreed upon herein are based on Client processing up to $703,869.00 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this Agreement, Consultant shall audit City once every 12 months to determine City's actual processing volume ("Actual Processing Volume"). In the event City's Actual Processing Volume exceeds the Predicted Processing Volume, Consultant will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice. Audit shall not exceed a rate of 1.5% over the previous year's Predicted Processing Volume.

File #: 19-0816

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Department of Water and Power

SUBJECT:
City Council consideration to appropriate and authorize the Refundable Construction Deposit Payment to Southern California Edison for Wholesale Distribution Access Tariff 1512.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the refundable deposit payment for Invoice# 7501020392 in the amount of $555,525 to Southern California Edison's for the estimated cost of the design, engineering, procurement and construction of the interconnection to Wholesale Distribution Access Tariff 1512.

2. Appropriate $555,525 to the Department of Water and Power's Wholesale Distribution Access Tariff ("WDAT") 1512 CIP Project No. 72810 from the Electric Utility Fund.

ANALYSIS:
The City of Corona Department of Water and Power (DWP) submitted an application on November 9, 2017 to Southern California Edison (SCE) to evaluate the City's request for an interconnect and distribution service for a new Rincon Substation (WDAT 1512) to be approximately 1,375 feet west of the north corner of West Rincon Street and North Lincoln Avenue (Exhibit A). SCE performed a combined System Impact Study and Facilities Study as requested by the City of Corona DWP for a 12,470 Volt (12.47 kV) or 34,500 Volt (34.5 kV) interconnection and distribution service to this location.

The purpose of this combined study is to determine the impact of the proposed load addition on the SCE distribution and subtransmission systems, identify what modifications and/or additions would be necessary to accommodate the request while maintaining system reliability, and to determine the estimated costs and time required to complete those modifications and/or additions. This study was performed for expected year 2019 through 2023 maximum load conditions.

The results of the analysis showed that the 66/12.47 kV banks and existing 12.47 kV circuits do not have sufficient capacity to support the new load of the WDAT. Extensive distribution system upgrades would be required to accommodate the initial site load on the 12.47 kV system. Therefore, the new load would be served from SCE's Cupples 34.5 kV distribution circuit out of SCE's Corona Substation. The power would be delivered from the California Independent System Operator (CAISO) grid through the 220/66 kV transformer banks at SCE's Mira Loma Substation, then through various 66 kV lines in SCE's Mira Loma Subtransmission system, then through the 66/34.5 kV transformer banks at SCE's Corona Substation, then through the Cupples 34.5 kV distribution circuit to the customer interconnection point where SCE's distribution system delivers energy and capacity services to the City-owned WDAT.

From this WDAT, the City delivers that energy to the customer through City-owned circuits using transmission lines, transformers, switchgear and meters to distribute the energy at the proper service voltage to the City's Corporation Yard facilities and Greenfield customers.

After the execution of an Interconnection Facilities Agreement, SCE would require 10 months lead time to procure the required equipment, schedule appropriate manpower, and construct the facilities.

On July 21, 2019, DWP received a Notice of Default from SCE for the WDAT 1512 project. It stated that the Project was deficient in the construction payment in the amount of $555,525 (per SCE Invoice # 7501020392). The estimated installed cost for the required interconnection facilities is approximately $555,525.00, the amount of the required deposit. This must be financed by the City and will be further subject to Income Tax Component of Contribution (ITCC) at a later date, calculated at approximately $133,326.00. The deposit is due to SCE no later than November 2, 2019, to hold the project open or the Study will go into default, which will require further study analysis at additional cost to the City. The City will have 6 months after the deposit is made to SCE to provide them with confirmation on whether to move forward with the Project. Before that date, staff will provide their recommendation to the City Council for an ultimate determination on the project. Should City Council decide not to move forward with the Project, SCE would refund the $555,525 back to the City.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Funding for the recommended appropriation of $555,525 is available in the un-appropriated Electric Utility Fund Balance.

Fund	07/01/19 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/20 Est. Working Capital
Electric Utility Fund 578	$16,847,455	$17,383,692	($20,602,528)	Appropriation ($555,525)	$13,073,094

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the

California Environmental Quality Act.

PREPARED BY: CURTIS SHOWALTER, ADMINISTRATIVE MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit A - Vicinity Map
2. SCE Notice of Default letter

File #: 19-0816

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Department of Water and Power

SUBJECT:
City Council consideration to appropriate and authorize the Refundable Construction Deposit Payment to Southern California Edison for Wholesale Distribution Access Tariff 1512.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the refundable deposit payment for Invoice# 7501020392 in the amount of $555,525 to Southern California Edison's for the estimated cost of the design, engineering, procurement and construction of the interconnection to Wholesale Distribution Access Tariff 1512.

2. Appropriate $555,525 to the Department of Water and Power's Wholesale Distribution Access Tariff ("WDAT") 1512 CIP Project No. 72810 from the Electric Utility Fund.

ANALYSIS:
The City of Corona Department of Water and Power (DWP) submitted an application on November 9, 2017 to Southern California Edison (SCE) to evaluate the City's request for an interconnect and distribution service for a new Rincon Substation (WDAT 1512) to be approximately 1,375 feet west of the north corner of West Rincon Street and North Lincoln Avenue (Exhibit A). SCE performed a combined System Impact Study and Facilities Study as requested by the City of Corona DWP for a 12,470 Volt (12.47 kV) or 34,500 Volt (34.5 kV) interconnection and distribution service to this location.

The purpose of this combined study is to determine the impact of the proposed load addition on the SCE distribution and subtransmission systems, identify what modifications and/or additions would be necessary to accommodate the request while maintaining system reliability, and to determine the estimated costs and time required to complete those modifications and/or additions. This study was performed for expected year 2019 through 2023 maximum load conditions.

The results of the analysis showed that the 66/12.47 kV banks and existing 12.47 kV circuits do not have sufficient capacity to support the new load of the WDAT. Extensive distribution system upgrades would be required to accommodate the initial site load on the 12.47 kV system. Therefore, the new load would be served from SCE's Cupples 34.5 kV distribution circuit out of SCE's Corona Substation. The power would be delivered from the California Independent System Operator (CAISO) grid through the 220/66 kV transformer banks at SCE's Mira Loma Substation, then through various 66 kV lines in SCE's Mira Loma Subtransmission system, then through the 66/34.5 kV transformer banks at SCE's Corona Substation, then through the Cupples 34.5 kV distribution circuit to the customer interconnection point where SCE's distribution system delivers energy and capacity services to the City-owned WDAT.

From this WDAT, the City delivers that energy to the customer through City-owned circuits using transmission lines, transformers, switchgear and meters to distribute the energy at the proper service voltage to the City's Corporation Yard facilities and Greenfield customers.

After the execution of an Interconnection Facilities Agreement, SCE would require 10 months lead time to procure the required equipment, schedule appropriate manpower, and construct the facilities.

On July 21, 2019, DWP received a Notice of Default from SCE for the WDAT 1512 project. It stated that the Project was deficient in the construction payment in the amount of $555,525 (per SCE Invoice # 7501020392). The estimated installed cost for the required interconnection facilities is approximately $555,525.00, the amount of the required deposit. This must be financed by the City and will be further subject to Income Tax Component of Contribution (ITCC) at a later date, calculated at approximately $133,326.00. The deposit is due to SCE no later than November 2, 2019, to hold the project open or the Study will go into default, which will require further study analysis at additional cost to the City. The City will have 6 months after the deposit is made to SCE to provide them with confirmation on whether to move forward with the Project. Before that date, staff will provide their recommendation to the City Council for an ultimate determination on the project. Should City Council decide not to move forward with the Project, SCE would refund the $555,525 back to the City.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Funding for the recommended appropriation of $555,525 is available in the un-appropriated Electric Utility Fund Balance.

Fund	07/01/19 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/20 Est. Working Capital
Electric Utility Fund 578	$16,847,455	$17,383,692	($20,602,528)	Appropriation ($555,525)	$13,073,094

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the

California Environmental Quality Act.

PREPARED BY: CURTIS SHOWALTER, ADMINISTRATIVE MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit A - Vicinity Map
2. SCE Notice of Default letter

Exhibit A

Vicinity Map

Rincon Substation (WDAT1512) approximately 1,375 feet west of the north corner of West Rincon Street and North Lincoln Avenue.



SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Grid Contracts Management
Transmission & Distribution

July 21, 2019

Curtis Showalter
Assistant General Manager
City of Corona Department of Water and Power
755 Public Safety Way
Corona, CA 92880

SUBJECT: **Notice of Default Under Article 13.4 for WDT1512 between City of Corona Department of Water and Power and Southern California Edison Company, Service Agreement No. 1077**

To Curtis Showalter:

This Notice of Default ("Notice") is provided pursuant to the Wholesale Distribution Load Interconnection Facilities Agreement ("IFA") IFA for WDT1512 between City of Corona Department of Water and Power ("Corona") and Southern California Edison Company ("SCE"), for the City of Corona Department of Water and Power Project ("Project").

In accordance with Article 13.4 and Exhibit C Payment No.1 of the IFA, the Project is deficient in the construction payment as per below:

Invoice #: 7501020392 in the amount of $555,525.00 due on 7/20/2019

SCE hereby notifies the City of Corona Department of Water and Power that it is in Default under the IFA with respect to its obligation pursuant to the provisions of the payment schedule. Corona must provide a cure for all items by August 19, 2019, which is 30 calendar days from the date of this Notice. If such default is not cured within this time, SCE will file for termination of the IFA pursuant to Article 13.4 of the IFA.

Please submit payment to:

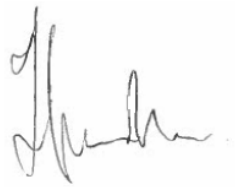
Southern California Edison Company
Accounts Receivable (GCM)
P.O. Box 800
2244 Walnut Grove Ave.
Rosemead, CA 91770

Or by wire to:

JP Morgan Chase Bank
Branch: New York, NY
ABA#: 021-000-021
Account #: 323-394434

If you have any questions, feel free to contact me at (626) 302-9845, or by e-mail at Flaviu.Macavei@sce.com.

Sincerely,



Flaviu Macavei
Manager, Program/Contract
Grid Contract Management
2244 Walnut Grove Ave.
Rosemead, CA 91770

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Invoice

City of Corona
Department of Water and Power
Attn: Curtis Showalter
755 Public Safety Way
Corona,CA 92880

Invoice #	7501020392
Invoice Date	06/12/2019
Customer #	10273219
SCE Contact	TD Billing
Telephone #	866-353-3437

Description	Amount
Estimated design, engineering, procurement and construction cost	$688,851.00
WDT1512 - City of Corona Department of Water and Power	

If paying by check, please follow instructions on bill stub

Instructions for wire or ACH payments:
JP Morgan Chase Bank
New York, NY
ABA#: 021000021
Acct#: 323-394434
Ref: Customer# 10273219-Invoice# 7501020392 - TD Billing
Failure to properly identify your customer and invoice number may delay the application of funds to the correct project
Taxpayer ID No. 95-1240335

Total Amount **$688,851.00**

Please detach and return payment stub with payment

Cut Here ----------

Payment Stub

Please pay total amount now due **$688,851.00**

Customer 10273219
Invoice 7501020392

Thank you for paying promptly

Enter the amount you paid **$**

Make check payable to Southern California Edison.
Please include Invoice # on the check.

City of Corona
Department of Water and Power
Attn: Curtis Showalter
755 Public Safety Way
Corona,CA 92880

Southern California Edison
Attention Accounts Receivable
PO Box 800
Rosemead, CA 91771-0001

File #: 19-0682

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:
City Council consideration of Questica Budget Software implementation and software licensing agreement.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the Administrative Services Department to approve the Questica software implementation and software licensing agreement in the total contract amount of $336,270 for the period September 18, 2019 through September 17, 2022 as an exception to bidding pursuant to Corona Municipal Code (C.M.C.) Section 3.08.140(E) “Purpose of bidding is otherwise accomplished”.

2. Authorize the City Manager, or his designee, to execute any needed contractual documentation to effectuate the software purchase, subject to any revisions required by the City Manager and/or the City Attorney in order to make them acceptable as to form and consistent with the Council’s action hereunder.

3. Authorize the Purchasing Manager to issue a purchase order to Questica LTD for software implementation services and software licensing in the amount of $182,740 for the initial period of September 18, 2019 through September 17, 2020 and approved necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i)

4. Authorize the City Manager, or his designee, to execute two optional renewals for subsequent one-year periods, in the amounts not to exceed $76,765 per renewal period and approve necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i).

ANALYSIS:
The City’s budget development process starts with preparation of the forms by the Administrative

Services Department (ASD). The current department submittal process involves the use of Microsoft Excel, Word, and Access. Departments enter their budget proposal information into the appropriate forms which are then submitted to ASD. ASD is responsible to review and analyze the information. The department submittals are then combined into 'master' worksheets or files. Through the review process with departments and the City Manager's Office, adjustments are made in the master files. The information is ultimately entered into the City's financial system, by data entry or an upload process. Once in the financial system, reports can be generated to compile the information for presentation purposes. This is a very manual process that takes a substantial amount of time and is prone to errors.

In an effort to streamline the process, reduce opportunities for errors, and to provide enhanced budgeting tools and reporting, staff began to explore budgeting software options. Staff participated in demonstrations of three (3) products - Questica, OpenGov, and Workiva. Staff from ASD and the Information Technology Department participated in the demonstrations. After review, staff selected the Questica budget solution. Features that stood out in Questica's budgeting software were:

- Ease of preparing the personnel expenditures budget
- Workflow for the submittal/approval/consolidation process
- Integration with the budget document software
- OpenBook Project Explorer visualization for capital budgets allows organizations to display on a map every infrastructure project, including the budget, actual spending, funding sources, and accompanying documentation
- Integration with the City's interactive budget tool, *A Balancing Act*

In 2018, the City of Escondido conducted an RFP for 'Budget Software and Implementation Services' and selected the Questica product. The product is also successfully being used by multiple agencies such as Riverside, CA, Palo Alto, CA, and Thousand Oaks, CA.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections for the upcoming fiscal year as well as negotiations; calculate internal service charges and cost allocations; assist with operating and capital improvement project (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore, and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data and project trends for future fiscal years. In addition, the BSS will interface with the City's current financial system, One Solution, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

The Questica Budget Book, powered by Caseware, will simplify the preparation of the budget document. Currently, as figures get revised, it is a manual process to update all the software platforms and ensure the updates get carried throughout the document in the narrative sections and graphs. With the Caseware product, revisions made in the budget software will automatically flow through the document, updating the appropriate sections. This will significantly reduce the amount of time to prepare the document as well as reduce room for errors.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Year one of the agreement is $182,740, for the period of September 18, 2019 through September 17, 2020. The first year includes $105,975 in one-time costs related to configuration, implementation, and training. The first year total also includes the annual subscription costs of $76,765 which covers the Questica budget software with multiple licenses, Questica OpenBook, and Questica Budget Book powered by Caseware.

Funding for the first year of budget software and implementation costs is available in the 'Budget Management Software' project in the Information Technology Fund 681. Recurring licensing costs will be included in the budget process in future years. It is anticipated that there will be some budgetary savings from other products that provide overlapping services with the new budget software. This will be analyzed through the implementation of the new software.

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. City of Escondido City Council Staff Report - Professional Services Agreement with Questica Ltd. To Provide Budget Software and Implementation Services
2. Questica Software Subscription Agreement

File #: 19-0682

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:
City Council consideration of Questica Budget Software implementation and software licensing agreement.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the Administrative Services Department to approve the Questica software implementation and software licensing agreement in the total contract amount of $336,270 for the period September 18, 2019 through September 17, 2022 as an exception to bidding pursuant to Corona Municipal Code (C.M.C.) Section 3.08.140(E) “Purpose of bidding is otherwise accomplished”.

2. Authorize the City Manager, or his designee, to execute any needed contractual documentation to effectuate the software purchase, subject to any revisions required by the City Manager and/or the City Attorney in order to make them acceptable as to form and consistent with the Council’s action hereunder.

3. Authorize the Purchasing Manager to issue a purchase order to Questica LTD for software implementation services and software licensing in the amount of $182,740 for the initial period of September 18, 2019 through September 17, 2020 and approved necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i)

4. Authorize the City Manager, or his designee, to execute two optional renewals for subsequent one-year periods, in the amounts not to exceed $76,765 per renewal period and approve necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i).

ANALYSIS:
The City’s budget development process starts with preparation of the forms by the Administrative

Services Department (ASD). The current department submittal process involves the use of Microsoft Excel, Word, and Access. Departments enter their budget proposal information into the appropriate forms which are then submitted to ASD. ASD is responsible to review and analyze the information. The department submittals are then combined into 'master' worksheets or files. Through the review process with departments and the City Manager's Office, adjustments are made in the master files. The information is ultimately entered into the City's financial system, by data entry or an upload process. Once in the financial system, reports can be generated to compile the information for presentation purposes. This is a very manual process that takes a substantial amount of time and is prone to errors.

In an effort to streamline the process, reduce opportunities for errors, and to provide enhanced budgeting tools and reporting, staff began to explore budgeting software options. Staff participated in demonstrations of three (3) products - Questica, OpenGov, and Workiva. Staff from ASD and the Information Technology Department participated in the demonstrations. After review, staff selected the Questica budget solution. Features that stood out in Questica's budgeting software were:

- Ease of preparing the personnel expenditures budget
- Workflow for the submittal/approval/consolidation process
- Integration with the budget document software
- OpenBook Project Explorer visualization for capital budgets allows organizations to display on a map every infrastructure project, including the budget, actual spending, funding sources, and accompanying documentation
- Integration with the City's interactive budget tool, *A Balancing Act*

In 2018, the City of Escondido conducted an RFP for 'Budget Software and Implementation Services' and selected the Questica product. The product is also successfully being used by multiple agencies such as Riverside, CA, Palo Alto, CA, and Thousand Oaks, CA.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections for the upcoming fiscal year as well as negotiations; calculate internal service charges and cost allocations; assist with operating and capital improvement project (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore, and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data and project trends for future fiscal years. In addition, the BSS will interface with the City's current financial system, One Solution, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

The Questica Budget Book, powered by Caseware, will simplify the preparation of the budget document. Currently, as figures get revised, it is a manual process to update all the software platforms and ensure the updates get carried throughout the document in the narrative sections and graphs. With the Caseware product, revisions made in the budget software will automatically flow through the document, updating the appropriate sections. This will significantly reduce the amount of time to prepare the document as well as reduce room for errors.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Year one of the agreement is $182,740, for the period of September 18, 2019 through September 17, 2020. The first year includes $105,975 in one-time costs related to configuration, implementation, and training. The first year total also includes the annual subscription costs of $76,765 which covers the Questica budget software with multiple licenses, Questica OpenBook, and Questica Budget Book powered by Caseware.

Funding for the first year of budget software and implementation costs is available in the 'Budget Management Software' project in the Information Technology Fund 681. Recurring licensing costs will be included in the budget process in future years. It is anticipated that there will be some budgetary savings from other products that provide overlapping services with the new budget software. This will be analyzed through the implementation of the new software.

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. City of Escondido City Council Staff Report - Professional Services Agreement with Questica Ltd. To Provide Budget Software and Implementation Services
2. Questica Software Subscription Agreement

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 5 **October 24, 2018** **File No. 0600-10, A-3270**

SUBJECT: Professional Services Agreement with Questica Ltd. to Provide Budget Software and Implementation Services

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-156 authorizing the Mayor and City Clerk to execute a three-year Public Services Agreement with Questica Ltd. effective October 24, 2018, through October 23, 2021, with three (3) additional one-year renewal options.

FISCAL ANALYSIS:

Funding for budget software is included in the Finance 2018/19 operating budget. The total annual estimated cost for the first year is $122,826; total cost not to exceed $180,378 for the three-year agreement.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Fiscal Management by enhancing the City's current financial reporting system and creating efficiencies in the operating and CIP budget processes.

BACKGROUND:

Currently, the City uses Microsoft Excel and Word to compile the Citywide budget documents. Department users enter budget information on standard Excel templates. The templates are then compiled into a "master" worksheet. Once the budgets have been adopted by City Council, the budget information is manually reentered onto a separate excel worksheet and uploaded into the City's financial software by the Information Systems department. This is a very manual process that takes a substantial amount of processing time and is prone to errors.

In an effort to meet the City's ongoing goal to maintain Escondido as being efficiently managed, Staff researched and determined that software existed that could be used as a tool to make the budgeting process more efficient. This would allow more time for Staff to focus on research, analytical results, and modeling alternatives.

A Request for Proposal (RFP) for Budget Software and Implementation Services was issued on August 6, 2018. The RFP closed on August 31, 2018, and four (4) vendors responded. The responses to the RFP were first reviewed and evaluated by a selection committee consisting of City Staff from Finance,

Information Services, and Utilities Administration Departments. The selection committee chose the two (2) vendors with the highest scores to perform live demonstrations of their budget software. Based on detailed criteria, Questica Ltd. was rated by the selection committee with the highest overall score.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections; manage position control; calculate internal service charges and cost allocations; assist with operating and capital improvement (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data, geospatial data and project trends for future fiscal years. In addition, this BSS will interface with our current financial system, Oracle PeopleSoft Enterprise FSCM 9.2, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

If approved by City Council, implementation of the software will begin in November 2018. Parallel testing will take place during the 2019/20 budget process and the BSS is expected to "go live" before the 2020/21 budget process.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.
10/17/2018 1:46 p.m.

Joan Ryan, Assistant Dir. of Finance
10/17/2018 1:52 p.m.

ATTACHMENTS:

1. Resolution No. 2018-156
2. Resolution No. 2018-156 – Exhibit A: Public Services Agreement with Questica Ltd.

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QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made this September 18, 2019 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and **City of Corona, CA**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "**Questica Inc."** or "**Questica**" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

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day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services (the "**Services**") for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

1) completion of the services described in the SOW

2) 18 months from the effective date of the relevant Order Form.

2.6 **Acceptance of Custom Work.** Within thirty (30) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 30 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support, as described in Appendix "E" for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 12 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

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anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 **Overdue Charges.** If any changes are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's then standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** As used herein, **"Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by State or Federal law or court order to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party withes to contest such disclosure. If the Receiving Party is compelled by State or Federal law or court order to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code, (v) for a period of one (1) year and as long as any maintenance and support agreement is in place between Us and You, that the Services will perform substantially in accordance with the SOW. If the Services do not so perform during such period, We will correct, at no cost to You, programming errors in the Services to make the Services so perform provided that (a) the Services have been properly used by You in accordance with the SOW provided in connection therewith, (b) You provide fifteen (15) day notice of the programming errors, (c) We, using reasonable efforts, are able to confirm the existence of the programming errors, and (d) You or any third party has not changed or modified the Services. Not withstanding the foregoing, We warrant that the Services do not, and will not during the term of this Agreement, infringe upon third party's intellectual property rights (including, but not limited to copyright, patent, mask rights and trademark) and will defend and indemnify the You for any claims for infringement of any United States patent, copyright or trademark by the Services. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR

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FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING, OR SUBSCRIBERS'S USE OF THE SOFTWARE, DOCUMENTATION, OR TOOLS PROVIDED BY QUESTICA. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) CLAIMS FOR DAMAGES FOR PERSONAL INJURY OR WRONGFUL DEATH; (II) CLAIMS FOR DAMAGES FOR WHICH QUESTICA HAS INDEMNIFIED SUBSCRIBER; OR (III) CLAIMS AGAINST LICENSOR FOR THE PRESENCE OF MALICIOUS CODE.

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10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the specific Order Form and continue for a period of twelve (12) months. Except as otherwise specified in the applicable Order Form, all user subscriptions shall automatically renew for additional periods of twelve (12) months, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Termination Without Cause.** You may terminate this agreement for any reason, at any time, with thirty (30) days written notice. Upon such termination, You shall have no claim for return of any license fees paid to Us, and you shall promptly pay Us for all services performed up until the effective date of the notice of termination.

10.5 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.6 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.7 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Representations, Warranties, and Disclaimers), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, statutory holiday in Ontario, or Federal holiday in the United States.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts

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First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Manager	Finance Department Manager	10 Business Days
Third Level	Chief Revenue Officer	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside County, California before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. INSURANCE REQUIREMENTS

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

12.2 **Minimum Requirements.** Questica 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 Questica, its agents, representatives, employees or subconsultants. Questica 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.

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(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.

123 **Technology/Professional Liability.** Questica shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 minimum per claim or occurrence or $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Questica in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

124 **Cyber Liability.** Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Questica in this Software Subscription Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

125 **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.

126 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.

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(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.

12.7 **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.

12.8 **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.

12.9 **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.

12.10 **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.

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

12.12 **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.

12.13 **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.

13. GENERAL PROVISIONS

13.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

13.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

13.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

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13.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

13.8 **Cumulative Remedies.** Except as specifically provided, no remedy made available to You hereunder is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or available at law or in equity.

13.9 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.10 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

13.11 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

13.12 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF CORONA

Per: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the organization

QUESTICA LTD.

Per: DocuSigned by: Stefan Baerg 3A16140483604B3...

Name: Stefan Baerg

Title: VP Sales

Date: 8/15/2019

I have authority to bind the organization

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APPENDIX A – Order Form

Software-as-a-Service (SaaS) Model		
Description		Annual
Software as a Service		
Questica Budget Software Subscription (Questica provides server, database, operating system, monthly management, Questica Budget , software maintenance) License Count: "Questica Budget Framework Includes 1 Seat (Operating, Salaries, & Capital)"- 1 Additional Operating License Seats- 36 Additional Salaries License Seats- 6 Additional Capital License Seats- 23 Unlimited Read Only- Included Opt. Feature: Allocations- Included Opt. Feature: Statistical Ledger- Included Opt. Feature: Performance- Included Opt. Feature: Staff Planning- Not Included Opt. Feature: Financial Statements- Not Included		$43,540
Questica OpenBook Subscription Transparency and Visualization Tool		$10,000
Questica Budget Book, powered by Caseware 5 Users, Training provided by FH Black Incorporated		$23,225
Total YR1 SaaS Subscription (Annual Subscription Fee):		$76,765
Professional Services (Per Statement of Work)	One-Time	
Design, Analysis & Configuration	Included	
Project Management	Included	
Training	Included	
Integrations	Included	
Customizations	Not Included	
Custom Reports	Not Included	
IT Services	Included	
Total Professional Services (one-time fee):		$105,975
Grand Total Year 1		$182,740

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- Above pricing in US dollars
- Applicable Taxes Extra
- Terms of Payment:
    - Software Subscription, including OpenBook and Questica Budget Book, Powered by CaseWare (including annual maintenance, support, and hosting services):
        - Due 100% upon Contract Effective Date (Net 30) and in advance, every twelve (12) months, thereafter.
    - Professional Services:
        - 25% upon Contract Effective Date
        - 25% due the earlier of software installation or 90 days from Contract Effective Date
        - 25% due the earlier of historical data import or 120 days from Contract Effective Date
        - 25% due the earlier of completion of training or 180 days from Contract Effective Date
- Travel
    - Above pricing includes up to two (2), 3-day, on-site visits at the City's convenience.
- Additional Services
    - Consulting services related to Questica Budget and OpenBook (such as importing data from other sources that are non-Questica related, using the OpenBook Data Importer) can be purchased for $225/hr.

Beginning in Year 4, a 3% inflation increase will be applied to the Annual Subscription fee.

Itemization of Professional Services Hours

Professional Services (Per Statement of Work)	
Design, Analysis & Configuration	174 Hours
Project Management	46 Hours
Training	25 Hours
Integrations	198 Hours
Customizations	0 Hours
Custom Reports	0 Hours
IT Services	28 Hours
OpenBook Implementation	8 Hours
Total Professional Services:	479 Hours

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APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

I. Testing customizations during an upgrade
II. Restoring a database backup required because of a Subscriber error
III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee, to be quoted based on services requested. Questica will provide an initial response to all inquiries made directly to Questica's professional services team properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
II. New applications
III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

I. Custom programming services;
II. On-site support;
III. Subscriber developed interfaces, API interactions, or customizations;
IV. Subscriber developed reports;
V. End-User training or re-training;
VI. Subscriber hardware or network issues;
VII. Correction of data issues derived from user error or Software misuse;
VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

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X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, with reasonable notice to Subscriber, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee, to be quoted based on services being requested.

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APPENDIX C – Scope of Work (SOW)

Scope of Work
Questica Budget Implementation for
City of Corona

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining. This fixed price implementation includes project management for the duration of the 21 week implementation contiguous from kick-off (see "Project Management" below).

Initial Data Load

“Data import”, “import workbooks”, “import configuration”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure.

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For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account.The inclusion of chart of account segments (“chart fields”), other than those mentioned above, will be accommodated where possible but is not guaranteed, and can extend the import timeframe.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget’s data integrity rules will extend this timeframe.

Integrations

“Integration” as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.
Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.
The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.
The Customer is advised that Questica running as a SaaS/hosted system is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of data exchange will be via formatted text (.CSV) files transmitted using FTP or secure FTP. Integration via web services may be possible where the 3rd party system provides a web services interface supported by Questica. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.
Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. Integrations will not create accounts, or segments of the account, where no such account exists in Questica.
While it is likely that Questica can accommodate additional chart of account segments (“chart fields”), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments. Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope.
Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.9. Customizations” of this Scope of Work document. Sections prior to “2.9. Customizations” detail the delivery of standard product functionality and services.

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2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 5 months from the signing hereof.	In scope
Production Hosting	Questica will provide the hosted operating server environment, as per the signed hosting agreement.The server will be configured with a single production instance of the Questica Budget system and a single 'sandbox' available for The Customer's development/test/QA/training needs. Questica will refresh the sandbox system by making a copy of the production database upon request and with reasonable notice given.The Customer will provide user workstation environments as follows:• A web browser: supported browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release;• Microsoft .NET Runtime 4.6 installed;• Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required);• Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required);• A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed.	In scope
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation. (Note: if not then Questica staff will play an advisory role in implementation).	In scope
Project Management	Questica will assign a project manager to lead this implementation on Questica's behalf. The role and responsibility of the project manager is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work. The project manager will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.	In scope
On-Site PM Visits	Provision is made for up to 2 on-site visits by the Questica project lead(s). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. The on-site visits will be spread over no more than 2 visits, each of	In scope

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	which shall be a minimum of one day and no more than five consecutive business days within the same working week. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows Authentication for user logon. Note that in a SaaS environment the Customer will need to have ADFS (Active Directory Federation Service) on their domain server. Configuration of ADFS on their domain server is a Customer task.	In scope
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica:• Division/Department hierarchy;• Fund Categories and Funds;• Account Categories and Expense and Revenue GL Accounts;• Statistical Account Categories and Statistical Accounts;• Measure Units.	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting ; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

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2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features ...	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.*	
Allocations Add-in	The Questica Budget Allocations add-in, to allocate specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	In scope
Statistical Ledger Add-in	The Questica Budget Statistical Leger add-in, to budget for non-general ledger and non-monetary values, rates and quantities within costing centers.	In scope
Staff Planning Add-in	The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within costing Centers. This add-in requires the Salaries module as well as the Operating module.	Not in scope
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future budget, with 1 years of future forecast data from data import workbooks: • Create dollar budget line items with GL Accounts ... at the Costing Center level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating budget from data import workbooks: • Create statistical budget lines items with Statistical Accounts ... at the Costing Center level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Historic Statistical Budgets	Import prior years' statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task

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Import Statistical Actuals Transactions	Import statistical actuals translations from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Import Initial Staff Plan	Import current staff plan as start point for next budget year from data import workbooks. If not in scope then The Customer can add their staff plans manually. Note that staff plans are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load staff plans in bulk from Excel® workbooks.	Not in scope
Integration …		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's SunGard One (Superion) at the approved budget object/costing center level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below).	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's SunGard One (Superion), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the SunGard One (Superion) cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the budget amendments; • No custom user interface will be created for the selective export amendments; • Will be written to export either individual amendments as created or all amendments since the last export, as determined to be the best use-case, but not both options.	In scope

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Actuals Import	Automated facility to transfer actual data from The Customer's SunGard One (Superion) to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope

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2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load …	*Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:* *• Create positions;* *• Create salary grades;* *• Create salary grade steps;* *• Create modifiers (benefits);* *• Create employees;* *• Allocate employees to positions;* *• Allocate positions to costing centers.* *For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.* *Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.*	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually.Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration …		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer’s payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope

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HR Data Sync.	Automated facility to synchronize Salaries data between Questica Budget and The Customer's Workforce (ADP) HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the Workforce (ADP) system, either in CSV formatted files or by ensuring that the standard Workforce (ADP) to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes: • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope

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2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages.The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... at the Project level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Capital actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's SunGard One (Superion) or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items	In scope

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	expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below).	
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's SunGard One (Superion) (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the Other target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the budget amendments; • No custom user interface will be created for the selective export amendments; • Will be written to export either individual amendments as created or all amendments since the last export, as determined to be the best use-case, but not both options.	In scope
Actuals Import	Automated facility to transfer actual data from The Customer's SunGard One (Superion) or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope

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2.5. Financial Statements

The Questica Budget Financial Statements optional feature is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
Balance Accounts & Cash Flow Lines	Configuration and data import of standard Questica financial statement data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Balance Sheet Categories and Accounts; • Balance Sheet Actual Costs Types; • Cash Flow Categories; • Lines of Cash Flow Reporting. If not in scope then The Customer can add their budget data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Data ...	*Initial Financial Statements data imported into Questica Budget from Excel® files ("workbooks")*	
Import Balance Forecasts	Import 2 prior years' balance sheet forecasts from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. If not in scope then The Customer can add their balance sheet forecasts data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Balance Actuals	Import balance sheet actuals transactions from data import workbooks. If not in scope then The Customer can add their data manually, or using Questica Budget's spreadsheet import feature.	Not in scope
Integration ...		
Balance Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.
Note that read-only licences are not available for Questica's Performance Measures module, as such the purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Questica will, with the help of The Customer, determine how to configure Performance Measures Categories and Units, establishing those lookup values within the system.	In scope
Import Data ...	*Initial Performance Measures imported into Questica Budget from Excel® files ("workbooks")*	

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Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	Customer task
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Customer task
Integration …	*If automated import of Measure Actuals is required then a custom interface can be specified in the "Customizations" section of this Scope of Work.*	

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency.

Functional Area	Description	Scope of Work
Configuration …		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Customer task
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Customer task
Configuration of Questica Budget	Questica will, with the help of The Customer, configure up to 3 ad hoc views as a convenient source of source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.	In scope
Integration …		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget. The Customer can leverage Questica's training material to learn how to connect Questica Budget to OpenBook.	Customer task
Import from CSV Files	Population of datasets through the import of .CSV files. The Customer can leverage Questica's training material to learn how load and configure datasets from CSV files.	Customer task

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2.8. Training

Functional Area	Description	Scope of Work
Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation.Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica.Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below).Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes.The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Allocations	“Train the trainer” training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Change Requests	“Train the trainer” training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Statistical Ledger	“Train the trainer” training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope.	Not in scope
Train-the-Trainer: Operating	“Train the trainer” training in the use of Questica Budget's Operating module. This will be delivered in one training session.	In scope
Train-the-User: Operating	“Train the user” training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Staff Planning	“Train the trainer” training in the use of Questica Budget's Staff Planning feature.	Not in scope

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Train-the-User: Staff Planning	“Train the user” training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-Trainer: Salaries	“Train the trainer” training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	“Train the user” training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module. This will be delivered in one training session.	In scope
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Financial Statements	“Train the trainer” training in Questica Budget's Financial Statements feature is delivered via a pre-recorded training video.	Not in scope
Train-the-Trainer: Performance Measures	“Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video. In addition, one training session. will be held on this topic.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	Customer task
On Site ...		
On-Site Training Visits	All in-scope training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations, using their own computer or a shared system (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities.	Not in scope

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.9.4. Change Orders

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Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as "In scope" within this SoW.
3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW.
5. Advising The Customer of expected completion dates for items identified as "Customer task" within this SoW.
6. Advising The Customer of the impact on the expected delivery dates of "Customer task" items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
8. Coordinating the completion and approval of change orders.

2.10.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as "Customer task" within this SoW.
2. Advising The Customer of expected delivery dates for items identified as "Customer task" within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.
4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.10.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
    a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
    b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
    c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
    d. Documentation of the agreed configuration and customizations.
    e. The preparation of data import templates consistent with the agreed configuration and customizations.
    f. The completion by The Customer of the data import templates.
    g. The import by Questica of the data import templates.
    h. Customer approval of the imported Questica Budget structures and data.
    i. The creation by The Customer of a technical environment in which Questica Budget can operate.

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j. The deployment of the Questica Budget application and database on The Customer servers.
k. The creation of custom ad hoc models to support the reporting of custom fields.
l. Training in the use of ad hoc modeling for 1
m. Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0.
n. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
o. The development by Questica of any required custom reports detailed in this Scope of Work.
p. The testing and acceptances of custom reports and report views.
q. The deployment of custom reports and report views.
r. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
s. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
t. The development by Questica of:
    i. integration components which transform budget data prior to updating the financial system;
    ii. integration components which transform actual result data prior to updating the Questica Budget database;
    iii. integration components required to initiate the execution of integrations.
u. The deployment of all integration components.
v. The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

1. The requirement for Customer resources is variable with:
    a. The duration of the project.
    b. The degree of internal Customer consultation.
    c. The level of internal Customer agreement.
    d. The number of customizations.
    e. The familiarity of Customer staff with the SQL Server environment.

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Scope of Work
Questica Budget Book Powered by CaseWare- Implementation for
City of Corona

Questica Budget Book, Powered by CaseWare remote implementation:

- 32 hours of initial Train-the-trainer training (CaseWare Champion) in FHB standard online training sessions.
- Implementation and configuration of CaseWare's standard Budget Book library:
  - Review Questica setup, account groups & cost centers and configuration of CaseWare to support these structures.
  - Configure standard content and identify requested modifications to:
    - Fonts, indents & margins
    - Ordering of documents
  - Initial configuration of standard content with client standards
  - Configuration & testing of Questica Integration
  - Guidance to client on their tasks (inserting schedules, pictures, embedded PDFs etc.)
  - 30 hours of Aftercare annually. Typically, clients use Aftercare to work with FHB consultants to install updated versions of software, tweak the style sheets to change the presentation of their data, re-configure existing content, group new G/L accounts, modify groupings, address reorganizations, and other common tasks. Aftercare does not cover customization of existing content or development of new custom content that the Client may wish to add.

As part of this engagement, the Client will:

- Provide on-going guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
- Develop and submit to the FHB team Questica Ad-Hoc Reports that contain all automated values and narrative to be included in the standard budget book content.
- Should Questica Budget groupings be insufficient for Budget Book requirements, group all accounts by Object and by Function as recommended/advised by FHB within a CaseWare Working Papers file.
- Reconcile the financial data within the Working Papers file as necessary to agree with previously published reports. This process may also require posting adjusting journal entries within CaseWare. If this is necessary, the client will be responsible for this work.
- Provide a mapping/group legend for each value in the statements, schedules and notes.
- Complete miscellaneous tasks as may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
- Review, test and sign-off on all FHB work within five (5) business days of receipt of FHB's work.
- Attend CaseWare Working Papers and Financials Template courses as deemed necessary by FHB. The cost of this training is included in the annual fee for a single user (Champion) only.

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APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

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The following table sets out the Service Level Metrics applicable to the cloud-based Services.

	Service Level Metric Description	Metric	Remedy / Remedial Action
1.	**Availability**	**Metric:** Availability ≥ 99.9% **Measurement Period:** Monthly **Measurement:** "Availability" with respect to any cloud-based Service in any month equals the following number divided by the number of minutes in the month and multiplied by 100: the difference between the number of minutes in the month and the minutes of Down Time for the month. "Down Time" with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Scheduled Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the Subscriber is unable to use the cloud-based Service to access the Subscriber Data; (iv) a critical function with the cloud-based service is unavailable or is materially compromised. "Scheduled Maintenance" means any maintenance conducted by Vendor: (i) between 12:00 a.m. and 5:00 a.m. (local time in Burlington, Ontario) or (ii) during any maintenance period for which the Subscriber has been given written notice at least three (3) Business Days in advance of the first day of the maintenance period (provided that the maintenance period does not last longer than 24-hours in total).	For failing to meet this Service Level Metric, the Vendor will provide to the Subscriber a credit equal to 10% of the value of the Subscribed Service Fees for the month in which the Service Level is not achieved. The waiving of this credit shall be based at the Subscriber's discretion in writing.
2.	**Restore Time**	**Metric:** No single period of Down Time will last longer than four (4) hours. **Measurement:** A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; and (ii) when any one of the Vendor's clients reports the outage to Vendor. A period of Down Time ends when: (i) the cloud-based Service is functioning in substantial accordance with its specifications; and (ii) the Subscriber confirms that it is able to access the affected cloud-based Service and use the cloud-based Service to access the Subscriber Data.	See Remedy / Remedial Action for Service Level Metric #1 (Availability)
3.	Incident Response	**Metric:** Incident Response Time Targets Met 100% **Measurement Period:** Monthly **Measurement:** Incident Response Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system. Incident Response Time ends when: (i) the Vendor starts work on the ticket; and (ii) when the Vendor acknowledges receipt of the ticket.	For failing to meet this Service Level Metric, and provided the Vendor fails to meet the response Time Targets on more than one incident in a given month, the Vendor will provide to the Subscriber a credit equal to a percentage of the value of the Subscribed Service Fees for the month in which the service level metric was

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	Service Level Metric Description	Metric	Remedy / Remedial Action
			not met based on incident priority: • Priority 1 – 10% • Priority 2 – 5% • Priority 3 – 3% • Priority 4 – 3% The waive of this credit shall be based at the Subscriber's discretion in writing.
4.	Incident Resolution	**Metric:** Incident Resolution Time Targets Met ≥ 99% **Measurement Period:** Monthly **Measurement:** Incident Resolution Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system. Incident Resolution Time ends when: (i) a solution has been provided and implemented that resolves the reported incident; or (ii) a work-a-round acceptable to the Subscriber is provided that provides a temporary solution to the reported incident; or (iii) a time frame for implementation of the solution to the reported incident has been established that is acceptable to the Subscriber.	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.
5.	Disaster Recovery	**Metric:** Disaster Recovery Target Met **Measurement Period:** Any Disaster Event **Measurement:** If there is an disaster, the application will be recovered within twenty-four (24) hours. Disaster Recovery Time starts when a disaster event is encountered that critically impacts the application. Disaster Recovery Time ends when services have been restored.	For failing to meet this Service Level Metric, Vendor will provide to the Subscriber a credit equal to **20**% of the Subscribed Service Fees for the applicable month.
6.	Mean Time Between Incidents	**Metric:** Mean Time Between Incidents ≥ 10 days **Measurement Period:** Quarterly **Measurement:** The average time between the reporting of a P1 or P2 incident and the reporting of the next P1 or P2 incident	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.
7.	Return any Request for Support made within defined Business Hours	**Metric:** Return any Request for Support made within defined Business Hours **Measurement Period:** Quarterly **Measurement:** The average time to return any request for support is two (2) hours.	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.

Under no circumstances will the credits or penalties resulting from a single event be compounded. The Subscriber will at its sole discretion, determine which Service Level Metric is to be enforced for a single event.

OTHER SERVICES

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The Vendor shall demonstrate compliance to the support the implemented Questica Budget system through:

- Continued investment and development of the Questica Budget application
- Management of quarterly updates
- Management of ticket and resolution
- Management of approved changes and enhancements

PERFORMANCE MONITORING

The following table sets out a number of Services Agreement -specific KPIs.

	Key Performance Indicator	Metric	Remedy / Remedial Action
1.	CPU Usage	CPU Usage will not exceed 75% on more than 5 occasions in a month	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take corrective actions.
2.	RAM / Memory Usage	Memory Usage will not exceed 75% on more than 5 occasions in a month	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take corrective actions.
3.	Page Faults	No more than 5 page faults per second on more than 5 occasions in a month	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take corrective actions.

ADDITIONAL TERMS

Incident(s) – Is an event that is not part of normal operations that disrupts an operational process or processes. An incident may involve the failure of a feature or service that should have been delivered or some other type of operation failure.

The Vendor will communicate with The Subscriber throughout the resolution period for P1 and P2 incidents, ensuring that The Subscriber is aware of the estimated Resolution Time, and if they expect the resolution to exceed the Target Resolution Time. The Vendor will make Best Efforts to resolve P1 and P2 within the respective Resolution Time Targets.

The Vendor will complete a root cause analysis and report the results to The Subscriber within one week of the resolution date for all P1 and P2 incidents.

The Vendor will provide a Preventative Action report to The Subscriber within two weeks of the resolution date for all P1 and P2 incidents, outlining the steps to be taken to prevent a similar incident from happening again.

A Permanent Fix for all P1 and P2 incidents will be delivered within three months of the date the incident is resolved.

Incident Priority Level Definitions

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Priority Level	Description	Response Time	Resolution Time Target
1	The Incident has caused loss of a service to a business-critical operation or workgroup. Productivity loss of affected parties is extreme or absolute. Productivity and/or financial loss of affected business operations are significant and business processes or system functionality is seriously affected.	1 Hour	4 Hours
2	The Incident has caused a severe reduction of a service, reduced stability and/or performance issue related to a business-critical service. Productivity and/or financial loss of affected business operations are significant and business processes or system functionality is seriously affected.	2 Hours	8 Hours
3	An incident has been reported affecting a non-critical service and business operations can continue with minimal disruption to business operations.	1 Business Day	Next Upgrade or Point Release
4	An incident has been reported affecting a non-critical IT service and business operations can continue with no disruption to business operations.	1 Business Day	A Future Upgrade or Point Release

Business Hours – Are defined as 8:00am to 8:00pm, Monday to Friday local-time to Burlington, Ontario

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

File #: 19-0799

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of rejection of all bids received for the Street Pavement Maintenance and Rehabilitation Project, No. 2017-22, Notice of Inviting Bids (NIB) 20-004CA; adoption of the Plans and Specifications for the Street Pavement Maintenance and Rehabilitation Project, No. 2017-22, NIB 20-007CA; approve a Construction Contract with All American Asphalt in the amount of $6,244,244; authorize the Purchasing Manager to issue a purchase order to All American Asphalt in the amount of $6,244,244; and award the bid; authorize budgetary transfers within existing funding sources.

RECOMMENDED ACTION:
That the City Council:

1. Reject all bids received for the Street Pavement Maintenance and Rehabilitation Project, Project No. 2017-22, NIB 20-004CA.

2. Adopt the Plans and Specifications for the Street Pavement Maintenance and Rehabilitation Project, Project No. 2017-22, NIB 20-007CA.

3. Award the bid to All American Asphalt, the lowest responsive, responsible bidder, for the total bid amount of $6,244,244, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.

4. Authorize the City Manager, or his designee, to execute the Construction Contract with All American Asphalt, in the amount of $6,244,244, and approve necessary change orders up to five percent of the contract amount.

5. Authorize the Purchasing Manager to issue a Purchase Order to All American Asphalt in the amount of $6,244,244 for the construction services.

6. Authorize the creation of a new Capital Improvement Project titled “Street Pavement Maintenance and Rehabilitation Project.”

7. Authorize budgetary transfers of $6,856,456 from the Local Street Pavement Rehabilitation Project and Rubberized Asphalt Concrete (RAC) Project to the Street Pavement Maintenance and Rehabilitation Project as follows: $4,736,421 in the RMRA Fund 221, $904,539 in the Gas Tax Fund 222, $923,791 in the Measure A Fund 227, and $291,705 in the Rubberized Asphalt Concrete (RAC) Project in RMRA Fund 221.

ANALYSIS:
The Street Pavement Maintenance and Rehabilitation Project includes rehabilitation of approximately 68 lane-miles of local and major streets per attached Exhibit “A.” Completion of this project will preserve the existing pavement, extend the useful life of the asphalt, and provide a smoother travel surface for motorists and pedestrians.

The Plans and Specifications for this project were completed and reviewed by City staff and are ready for adoption and award. The Plans and Specifications include four bid schedules; Base Bid Schedule A and Alternate Bid Schedules B, C and D. Base Bid Schedule A pertains to the rehabilitation of various major and local residential streets within the project area. Alternate Bid Schedule B, C and D pertain specifically to the rehabilitation of Border Avenue, Parkview Drive, and Sampson Avenue.

As specified in the bid package, the City shall award the contract for the project to the lowest responsive, responsible bidder as determined from the lowest total for the summation of the base bid Schedule A alone. As a part of the competitive bid by the lowest bidder, staff recommends the award of Base Bid Schedule A and Alternate Bid Schedules B, C and D as a part of the project.

This project was initially advertised pursuant to Public Contract Code requirements and City Ordinance, and on August 8, 2019, three (3) bids were received through the PlanetBids bidding service for NIB 20-004CA. City staff reviewed the bids and determined it would be in the City’s best interest to reject all bids and rebid the project. The Public Contract Code and Section 18 of the Instructions to Bidders prohibits a prime contractor who submits a bid to have an interest in more than one bid for the same project, and the apparent lowest bidder was listed as a subcontractor on the second apparent lowest bid. Therefore, the two apparent lowest bids were rejected as non-responsive. The third apparent lowest bid far exceeded the Engineer’s Estimate and was rejected.

The project was advertised a second time pursuant to Public Contract Code requirements and City Ordinance, and on September 5, 2019, two (2) bids were received through the PlanetBids bidding service for NIB 20-007CA.

The lowest bid was determined by the total of Base Bid Schedule A. The following is a summary of the bid results and the Engineer’s Estimate:

	Contractor	Location	Base Bid Schedule A Amount
Engineer’s Estimate			$5,800,000.00
1	**All American Asphalt**	**Corona**	**$5,278,782.40**
2	Hardy & Harper, Inc	Lake Forest	$6,895,904.21

At this time, City staff recommends awarding the bid for Base Bid Schedule A, including Alternate Bid Schedules B, C and D, for a total contract amount of $6,244,244.

The following is a summary of all the bid schedules:

Contractor	Location	Bid Schedule	Amount
All American Asphalt	Corona	A	$5,278,782.40
		B	$203,836.00
		C	$105,755.60
		D	$655,870.00
		Total:	**$6,244,244.00**

Contractor	Location	Bid Schedule	Amount
Hardy & Harper, Inc.	Lake Forest	A	$6,895,904.21
		B	$169,317.20
		C	$111,802.40
		D	$742,108.00
		Total:	**$7,919,131.81**

Staff reviewed all bids received and recommends awarding the contract based on the Bid Schedule for a total contract amount of $6,244,244 to All American Asphalt as the lowest responsive, responsible bidder. All licenses and references for All American Asphalt have been reviewed and verified by City staff, and all other documentation is in order.

City staff will perform the construction management, and the inspection services will be performed by a Contract Consultant. Construction is tentatively scheduled to commence in September 2019, with completion anticipated by January 2019.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
This item supports the City's Strategic Plan Goal 1: Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety. Completion of the proposed project will repair, replace, and install infrastructure improvements that contribute to the safety and mobility of Corona residents.

FISCAL IMPACT:
The estimated construction costs for this project is outlined as follows:

Construction……..... $6,244,244.00
Construction Support Services……$300,000.00
Contingency……...$312,212.00
Total Construction Costs…… $6,856,456.00

Staff recommends five percent for contingency to complete extra work when unforeseen changes are encountered.

With approval of the recommended actions, funds will be transferred from the Local Street Pavement Rehabilitation Project and Rubberized Asphalt Concrete (RAC) Project to the Street Pavement Maintenance and Rehabilitation Project. The project budget will be available in the following funding sources:

Funding Source	Amount
Road Maintenance and Rehabilitation Account (RMRA) Fund 221	$4,736,421
Gas Tax Fund 222	$904,539
Measure A Fund 227	$923,791
Rubberized Asphalt Concrete (RAC) Project - RMRA Fund 221	$291,705
Total	$6,856,456

ENVIRONMENTAL ANALYSIS:
This action is categorically exempt pursuant to Section 15301(c) of the Guidelines for the California Environmental Quality Action (CEQQA), which states that a project which consists of minor repairs and maintenance to existing facilities does not have a significant impact on the environment and is therefore exempt from CEQA. This action involves minor repairs, maintenance and alteration of existing highways, streets, sidewalks, or similar features involving negligible or no expansion of use beyond that currently existing from the requirements of CEQA. Therefore, no environmental analysis is required.

PREPARED BY: BARRY GHAEMI, SENIOR ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Exhibit “A” - Location Map

File #: 19-0799

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of rejection of all bids received for the Street Pavement Maintenance and Rehabilitation Project, No. 2017-22, Notice of Inviting Bids (NIB) 20-004CA; adoption of the Plans and Specifications for the Street Pavement Maintenance and Rehabilitation Project, No. 2017-22, NIB 20-007CA; approve a Construction Contract with All American Asphalt in the amount of $6,244,244; authorize the Purchasing Manager to issue a purchase order to All American Asphalt in the amount of $6,244,244; and award the bid; authorize budgetary transfers within existing funding sources.

RECOMMENDED ACTION:
That the City Council:

1. Reject all bids received for the Street Pavement Maintenance and Rehabilitation Project, Project No. 2017-22, NIB 20-004CA.

2. Adopt the Plans and Specifications for the Street Pavement Maintenance and Rehabilitation Project, Project No. 2017-22, NIB 20-007CA.

3. Award the bid to All American Asphalt, the lowest responsive, responsible bidder, for the total bid amount of $6,244,244, and waive any and all minor irregularities in the bidding documents as submitted by said bidder.

4. Authorize the City Manager, or his designee, to execute the Construction Contract with All American Asphalt, in the amount of $6,244,244, and approve necessary change orders up to five percent of the contract amount.

5. Authorize the Purchasing Manager to issue a Purchase Order to All American Asphalt in the amount of $6,244,244 for the construction services.

6. Authorize the creation of a new Capital Improvement Project titled “Street Pavement Maintenance and Rehabilitation Project.”

7. Authorize budgetary transfers of $6,856,456 from the Local Street Pavement Rehabilitation Project and Rubberized Asphalt Concrete (RAC) Project to the Street Pavement Maintenance and Rehabilitation Project as follows: $4,736,421 in the RMRA Fund 221, $904,539 in the Gas Tax Fund 222, $923,791 in the Measure A Fund 227, and $291,705 in the Rubberized Asphalt Concrete (RAC) Project in RMRA Fund 221.

ANALYSIS:
The Street Pavement Maintenance and Rehabilitation Project includes rehabilitation of approximately 68 lane-miles of local and major streets per attached Exhibit “A.” Completion of this project will preserve the existing pavement, extend the useful life of the asphalt, and provide a smoother travel surface for motorists and pedestrians.

The Plans and Specifications for this project were completed and reviewed by City staff and are ready for adoption and award. The Plans and Specifications include four bid schedules; Base Bid Schedule A and Alternate Bid Schedules B, C and D. Base Bid Schedule A pertains to the rehabilitation of various major and local residential streets within the project area. Alternate Bid Schedule B, C and D pertain specifically to the rehabilitation of Border Avenue, Parkview Drive, and Sampson Avenue.

As specified in the bid package, the City shall award the contract for the project to the lowest responsive, responsible bidder as determined from the lowest total for the summation of the base bid Schedule A alone. As a part of the competitive bid by the lowest bidder, staff recommends the award of Base Bid Schedule A and Alternate Bid Schedules B, C and D as a part of the project.

This project was initially advertised pursuant to Public Contract Code requirements and City Ordinance, and on August 8, 2019, three (3) bids were received through the PlanetBids bidding service for NIB 20-004CA. City staff reviewed the bids and determined it would be in the City’s best interest to reject all bids and rebid the project. The Public Contract Code and Section 18 of the Instructions to Bidders prohibits a prime contractor who submits a bid to have an interest in more than one bid for the same project, and the apparent lowest bidder was listed as a subcontractor on the second apparent lowest bid. Therefore, the two apparent lowest bids were rejected as non-responsive. The third apparent lowest bid far exceeded the Engineer’s Estimate and was rejected.

The project was advertised a second time pursuant to Public Contract Code requirements and City Ordinance, and on September 5, 2019, two (2) bids were received through the PlanetBids bidding service for NIB 20-007CA.

The lowest bid was determined by the total of Base Bid Schedule A. The following is a summary of the bid results and the Engineer’s Estimate:

	Contractor	Location	Base Bid Schedule A Amount
Engineer’s Estimate			$5,800,000.00
1	**All American Asphalt**	**Corona**	**$5,278,782.40**
2	Hardy & Harper, Inc	Lake Forest	$6,895,904.21

At this time, City staff recommends awarding the bid for Base Bid Schedule A, including Alternate Bid Schedules B, C and D, for a total contract amount of $6,244,244.

The following is a summary of all the bid schedules:

Contractor	Location	Bid Schedule	Amount
All American Asphalt	Corona	A	$5,278,782.40
		B	$203,836.00
		C	$105,755.60
		D	$655,870.00
		Total:	**$6,244,244.00**

Contractor	Location	Bid Schedule	Amount
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		B	$169,317.20
		C	$111,802.40
		D	$742,108.00
		Total:	**$7,919,131.81**

Staff reviewed all bids received and recommends awarding the contract based on the Bid Schedule for a total contract amount of $6,244,244 to All American Asphalt as the lowest responsive, responsible bidder. All licenses and references for All American Asphalt have been reviewed and verified by City staff, and all other documentation is in order.

City staff will perform the construction management, and the inspection services will be performed by a Contract Consultant. Construction is tentatively scheduled to commence in September 2019, with completion anticipated by January 2019.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
This item supports the City's Strategic Plan Goal 1: Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety. Completion of the proposed project will repair, replace, and install infrastructure improvements that contribute to the safety and mobility of Corona residents.

FISCAL IMPACT:
The estimated construction costs for this project is outlined as follows:

Construction……..... $6,244,244.00
Construction Support Services……$300,000.00
Contingency……...$312,212.00
Total Construction Costs…… $6,856,456.00

Staff recommends five percent for contingency to complete extra work when unforeseen changes are encountered.

With approval of the recommended actions, funds will be transferred from the Local Street Pavement Rehabilitation Project and Rubberized Asphalt Concrete (RAC) Project to the Street Pavement Maintenance and Rehabilitation Project. The project budget will be available in the following funding sources:

Funding Source	Amount
Road Maintenance and Rehabilitation Account (RMRA) Fund 221	$4,736,421
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Rubberized Asphalt Concrete (RAC) Project - RMRA Fund 221	$291,705
Total	$6,856,456

ENVIRONMENTAL ANALYSIS:
This action is categorically exempt pursuant to Section 15301(c) of the Guidelines for the California Environmental Quality Action (CEQQA), which states that a project which consists of minor repairs and maintenance to existing facilities does not have a significant impact on the environment and is therefore exempt from CEQA. This action involves minor repairs, maintenance and alteration of existing highways, streets, sidewalks, or similar features involving negligible or no expansion of use beyond that currently existing from the requirements of CEQA. Therefore, no environmental analysis is required.

PREPARED BY: BARRY GHAEMI, SENIOR ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Exhibit “A” - Location Map

CORYDON
RIVER
PARKRIDGE
NORCO HILLS
HIDDEN VALLEY
PROMENADE
MCKINLEY
MAGNOLIA
INDIANA
RAILROAD
SMITH
JOY
GRAND
RIDGELINE
GREEN RIVER
VIA DEL RIO
BORDER
LINCOLN
SIXTH
FULLERTON
MAIN
ONTARIO
RIMPAU
HIGHGROVE
FOOTHILL
CAJALCO
EAGLE GLEN
TEMESCAL CANYON

EXHIBIT A

2019 Alternative Bidding
2019
City Boundary

0 0.25 0.5 1 1.5 2 Miles

N

File #: 19-0814

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Department of Water and Power

SUBJECT:
City Council consideration to award RFQ 19-041AO for the purchase of high-voltage electrical transformers and pad-mounted equipment switchgear to Anixter as back-up equipment for the Electric Utility.

RECOMMENDED ACTION:
That the City Council:

1. Award RFQ 19-041AO to Anixter in the amount of $213,549.74 for the purchase of high-voltage electrical transformers and pad-mounted equipment (PME) switchgear as back-up equipment for the Electric Utility.

2. Authorize the Purchasing Agent to issue purchase orders and change orders per Corona Municipal Code Section 3.08.080(I).

ANALYSIS:
The City of Corona Department of Water and Power (DWP) provides energy delivery services to two types of customers: Direct Access (DA) customers and fully-bundled electric service to Greenfield customers that involves energy acquisition, transmission, distribution and retail activities. DWP has approximately 1,826 Greenfield accounts that consists of residential, commercial, governmental and industrial customers and 951 DA accounts that consists primarily of City owned facilities.

For both DA and Greenfield-bundled customers, the City is responsible for the acquisition of energy through contract generation and the market. The City then sells that energy directly to its customers. The energy is transported through the electrical service grid into Southern California Edison's (SCE) distribution system. That power is delivered to SCE's Corona Substation where the electrical power gets stepped-down to the proper voltage. For DA customers, the energy is then delivered to the City customer through the distribution system of SCE, up to and through the meter. For the Greenfield-bundled customers, SCE delivers the energy to a City-owned Wholesale Distribution Access Tarif

(WDAT). Each WDAT is an interconnection to SCE's distribution system wherein SCE delivers energy and capacity services to the City. From this WDAT, the City delivers that energy to the customer through City-owned circuits using transmission lines, transformers, switchgear and meters to distribute the energy at the proper service voltage to the City's Greenfield customers.

Transformers allow us to convert alternating current from one voltage to another and PME switchgears are self-contained enclosures that house switches and fuses used to sectionalize and reroute power in an underground feeder system. These are two of the longest lead time items to purchase for the electric distribution system. It takes an average of four to six months to procure this equipment, assuming manufacturers can fit them into their already-challenged production schedules. Within the City's distribution system, there are approximately 182 transformers and 38 PME switchgears of various configurations required to deliver electric service to the City's customers. If the City does not have the proper stocking levels of key equipment (specifically-sized Transformers and PMEs that can replace the equipment operating in the field) in the event of an equipment failure, that service area would remain without power until a replacement piece of equipment can be acquired. In order to abate such impacts to the City's customers, the Department seeks to acquire those key pieces of equipment to have on hand to expedite the replacement and minimize the impact to the customer.

On June 13, 2019, the City's Purchasing Division issued "Request for Quotes (RFQ) 19-041AO - Inventory Items for Warehouse" for various high-voltage transformers and PME switchgear for stock to serve as back-up equipment for the Electric Utility. Based on the existing types and quantities of transformers and PME switchgear in service throughout the City's electric distribution system, the following supply list was generated:

IN-SERVICE TRANSFORMERS UTILIZING THE SPECIFIC STOCK SIZE	REQUESTING QUANTITY FOR STOCK	EQUIPMENT DESCRIPTION
45	2	75kVA TRANSFORMER BURD SINGLE PHASE 6.9kV-120V / 240V-S-F-L
20	1	75kVA TRANSFORMER PAD SINGLE PHASE 6.9kV-120V / 240V-S-F-L
10	1	100kVA TRANSFORMER PAD SINGLE PHASE 6.9kV-120V / 240V-S-F-L
4	1	50kVA TRANSFORMER PAD SINGLE PHASE 12kV-120V / 240V-S-F-L
9	2	150kVA TRANSFORMER PAD THREE PHASE 12kV-208V / 120V-S-F-L-T
6	1	500kVA TRANSFORMER PAD THREE PHASE 12kV-208V / 120V-S-F-L-T
11	1	500kVA TRANSFORMER PAD THREE PHASE 12kV-480V / 277V-S-F-L-T
33	1	1000kVA TRANSFORMER PAD THREE PHASE 12kV-480V / 277V-S-F-L-T
2	1	1500kVA TRANSFORMER PAD THREE PHASE 12kV-480V / 277V-S-F-L-T

IN-SERVICE PME SWITCHGEAR UTILIZING THE SPECIFIC STOCK SIZE	REQUESTING QUANTITY FOR STOCK	EQUIPMENT DESCRIPTION
1	1	PME SWITCHGEAR - 12 CL
3	1	PME SWITCHGEAR - 11 SMU
19	1	PME SWITCHGEAR - 10
3	1	PME SWITCHGEAR- 9 SMU
7	2	PME SWITCHGEAR - 5 SMU
5	1	PME SWITCHGEAR - 5 CL

The RFQ was posted on PlanetBids on June 13, 2019. Five prospective bidders downloaded the bid documents from the PlanetBids website. Bids were due on June 19, 2019, and the City received one bid from Anixter of Corona:

VENDOR	CITY	BID AMOUNT
ANIXTER	CORONA	$213,549.74

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The equipment will be temporarily accounted for in the DWP inventory account. Once the equipment is ready to be utilized, it will be expensed in DWP's Electric Utility operating budget. Funding for the recommended action is available in the Electric Utility Fund.

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: JACQUELINE ZUKERAN, BUSINESS MANAGER

REVIEWED BY: CURTIS SHOWALTER, ADMINISTRATIVE MANAGER

REVIEWED BY: KATIE HOCKETT, ASSISTANT GENERAL MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Anixter Quote
2. Planet Bid Project Participation Report

File #: 19-0814

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6	1	500kVA TRANSFORMER PAD THREE PHASE 12kV-208V / 120V-S-F-L-T
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REVIEWED BY: CURTIS SHOWALTER, ADMINISTRATIVE MANAGER

REVIEWED BY: KATIE HOCKETT, ASSISTANT GENERAL MANAGER

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File #: 19-0814

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Anixter Quote
2. Planet Bid Project Participation Report

QUOTE

2385 Railroad Street
Corona, CA 92880
Phone: (562) 801-9277
Fax: 951-737-3261

ORDERED BY	QUOTE DATE	QUOTE NO.
	07/09/19	4304743-00
P.O. DATE	P.O. NUMBER	PAGE NO.
07/09/19	TRANSFORMERS & SWITCHE	1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
ACRN	ACRN	NO

CUST #: **6037290**

BILL TO: **CITY OF CORONA**
400 S VICENTIA AVENUE
SUITE 115
CORONA, CA 92882

SHIP TO: **CITY OF CORONA**
760 CORPORATION-YARD WAY
CORONA, CA 92880

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - pSce/4623	Our Truck		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE		NET AMOUNT
1	75KVA-BURD-6.9-120/240 SWITCHED, FUSED, LOOP	2		2	each	3890.00		7780.00
2	75KVA-PAD-6.9-120/240 SWITCHED, FUSED, LOOP	1		1	each	3300.00		3300.00
3	100KVA-PAD-6.9-120/240 SWITCHED, FUSED, LOOP	1		1	each	4000.00		4000.00
4	50KVA-PAD-12KV-120/240 SWITCHED, FUSED, LOOP	1		1	each	3235.00		3235.00
5	150KVA-PAD-12KV-208Y/120 SWITCHED, FUSED, LOOP TAPS	2		2	each	8490.00		16980.00
6	500KVA-PAD-12KV-480Y/277 SWITCHED, FUSED, LOOP TAPS	1		1	each	11380.00		11380.00
7	500KVA-PAD-12KV-208Y/120 SWITCHED, FUSED, LOOP TAPS	1		1	each	13750.00		13750.00
8	1000KVA-PAD-12KV-480/277 SWITCHED, FUSED, LOOP TAPS	1		1	each	16585.00		16585.00
9	1500KVA-PAD-12KV-480/277 SWITCHED, FUSED, LOOP TAPS	1		1	each	22535.00		22535.00
10	65572R1-M1-Q200 PME-12 CL	1		1	each	17200.00		17200.00
11	65162R1-M1-S323 SWITCH PADMOUNT 14.4KV PME-11 SMU	1		1	each	17625.00		17625.00
12	65242R1-M1-S323 PME-10 14.4KV SWITCH M1-600A	1		1	each	17250.00		17250.00
13	65152R1-M1-S323 SWITCH PADMOUNT 14.4KV PME-9 SMU	1		1	each	16780.00		16780.00
14	65112R1-M1-S190 SWITCH PADMOUNT 14.4KV PME-5 SMU	2		2	each	9550.00		19100.00
15	65512R1-M1-Q101 PME-5 CL 14.4KV SWITCH	1		1	each	10690.00		10690.00
15	Lines Total	Qty Shipped Total		18			Total	198190.00
							Taxes	15359.74
							Invoice Total	213549.74

Last Page

All sales are subject to Anixter Inc.'s Terms & Conditions of Sale found at https://www.anixter.com/en us/resources/terms-of-sale.html. Product safety data sheets found on same web site.

Vendor	Notified	Prospective Bidder	Downloaded Files	Ordered Plans	Pre-Bid Mtg Attendee	Bidder	Electronic Bid	Paper Bid
Brady Company/Los Angeles, Inc.	X							
Lekson Inc	X							
W.E. O'Neil Construction Co. of	X							
Newman Midland Corp	X							
Graybar Electric Co	X							
Accelerated Building Contractors, Inc.	X							
Construction Bid Source	X							
Turbine Repair Services	X							
IMEG Corporation	X							
International Line Builder's, Inc.	X							
West Coast Construction Services Inc	X	X						
ACM Artistic Neon	X							
Auditory Instruments, Inc.	X							
Duthie Electric Service Corporation	X							
AMG & Associates, Inc.	X							
Creatvie Home	X							
S.J. Amoroso Construction Co., Inc.	X							
PMK Professional inc.	X							
Consolidated Electrical Distributors,	X	X	X					
Lambtech Enterprises	X							
Innovative Engineering and	X							
Delta Star, Inc.	X							
P A Thompson Engineering Company,	X							
Champion Electric Inc.	X							
D.F. Perez Construction, Inc.	X							
WEG Transformers USA	X							
Abacus Project Management, Inc.	X							
Royal Industrial Solutions	X							
Foddrill Construction Corporation	X							
South Coast Mechanical, Inc	X							
M. Wilson Company Contractors, Inc.	X							
MW Services Inc.	X							
Mover Services, Inc.	X							
THE NAZERIAN GROUP	X							
Facility Solutions Group	X							
CABD Construction Inc	X							
Callison Construction	X							
G A Abell, Inc.	X							
California Professional Engineering,	X							
McCarthy Building Companies, Inc.	X							
BWW & Company Inc	X							
Summit Line Construction Inc	X							
Herman Weissker Power, Inc.	X							
Bechtel Companies Solutions	X							
Thomco Construction, Inc	X							
Crosstown Electrical & Data, Inc.	X							
Southern California Material Handling	X							
Misean, Inc.	X							
Polar Electrical Company	X							
Cross Price Electric	X							
Trades United Reclaiming Future	X							
Doty Bros Equipment Co	X							
General Consolidated Constructors,	X							

Vendor	Notified	Prospective Bidder	Downloaded Files	Ordered Plans	Pre-Bid Mtg Attendee	Bidder	Electronic Bid	Paper Bid
ABM ELECTRICAL POWER	X							
J. Kim Electric, Inc.	X							
Titan Power Inc	X							
P&J Electric Inc.	X							
DBX, Inc.	X							
AG Engineering, Inc.	X							
Global Environmental Network, Inc.	X							
JRH Construction Company, Inc.	X							
Horizons Construction Company	X							
Battery Systems Inc	X							
PCL Construction, Inc.	X							
Single Source Construction &	X							
Parkia, Inc.	X							
Shanks Electric Corporation	X							
W.A. Rasic Construction Company, Inc.	X							
Faris Construction Company	X							
Adorama Inc.	X							
Easy Networks Cabling Inc.	X	X	X					
Parts Authority Metro, LLC	X	X	X					
M. Brey Electric, Inc.	X							
Kemcorp Construction, Inc.	X							
Brithinee Electric	X							
Cemas inc	X							
Matzinger-Keegan inc	X							
Pacific International Electric Company	X							
Baker Electric, Inc.	X							
RS Construction & Development, Inc.	X							
PanAmerica Supply, Inc.	X							
Romaine Electric	X	X	X					
R.I.C. Construction Co., Inc.	X							
J & L Constructors Inc.	X							
Electrical Connection	X							
Eco Energy Solutions, Inc	X							
States Link Construction, Inc.	X							
DALKE & SONS CONSTRUCTION,	X							
Michels Corporation d/b/a Michels	X							
JFL ELECTRIC, INC	X							
Niagara Transformer Corporation	X							
CICO ELECTRICAL CONTRACTORS	X							
TPC WIRE & CABLE	X	X	X					
CSI Electrical Contractors Inc.	X							
Burge Corporation	X							
GOLDEN METERS SERVICE INC.	X							
Leed Electric, Inc.	X							
Coastline Development Inc.	X							
Good-men Roofing & Construction	X							
De La Secura, Inc.	X							
S&C Electric Company	X							
Advanced Cable Solutions, Inc.	X							
Southern Contracting Company	X							
New Dimension General Construction	X							
Alfaro Communications Construction,Inc	X							
Pasco Doors	X							

19-041 AO INVENTORY ITEMS FOR WAREHOUSE (19-041AO), bidding on June 19, 2019 12:00 PM (Pacific) Printed 06/20/2019

Bid Detail

Bid Information

Project Title	19-041 AO INVENTORY ITEMS FOR WAREHOUSE
Invitation No.	19-041AO
Bid Posting Date	June 13, 2019 11:02 AM (Pacific)
Project Stage	Closed
Bid Due Date	June 19, 2019 12:00 PM (Pacific)
Response Format	Electronic only
Link to Project on Public Site	https://www.planetbids.com/portal/portal.cfm?CompanyID=39497&BidID=63495
Reference ID	
Project Type	RFQ (Request For Quote)
Response Types	Line Item, General Attachments
Type of Award	Lump Sum
Categories	06036 - Electrical Accessories: Alternators, Ammeters, Distributors, Generators, Regulators, Starters, etc. 06037 - Electrical Parts (Not Ignition) (Not Otherwise Classified) 28569 - Misc. Electrical Equipment and Supplies (Not Otherwise Classified) 28587 - Transformers, Power, Electric Sub-Station 28766 - Replacement and Component Parts: Capacitors, Chokes, Coils, Panel Meters, Potentiometers, Relays, Resistors, Solenoids, Transistors, Transformers, etc. 55725 - Electrical Accessories and Parts (Not Lighting) 55940 - Electrical Accessories and Parts (Not Lighting) 56083 - Warehouse Equipment and Supplies (Not Otherwise Classified) 83226 - Tape, Electrical 90921 - Building Construction, Industrial (Warehouse, etc.) 91082 - Wiring and Other Electrical Maintenance and Repair Services 91438 - Electrical 96791 - Warehouse and Storage Equipment Manufacturing Services
License Requirements	
Department	Purchasing Department
Address	400 S. Vicentia Ave., Suite 320, Corona, California
County	Riverside
Bid Valid	
Liquidated Damages	
Target Bid Amount	$0.00
Estimated Bid Value	
Start/Delivery Date	
Project Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	No
eBid Notes	
Preferences	
Restriction Type	None
Restricted To	

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Cutoff Date	June 18, 2019 2:00 PM (Pacific)

Contact Information

Contact Info	Andy Ortiz - 951-279-3567 andy.ortiz@coronaca.gov
Bids to	
Owner's Agent	

Bid Detail

Description

Scope of Services The City of Corona is soliciting bids for 19-041 AO INVENTORY ITEMS FOR WAREHOUSE The Contractor shall provide a quote for items mentioned in the attached document/s. Please review the Documents & Attachments tab for specifications. Mailed, hand delivered, faxed quotes will not be accepted.

Other Details

Notes

Local Programs & Policies

Special Notices

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
REQUESTED ITEMS	WAREHOUSE INVENTORY ITEMS.xlsx	16.1 kb	On Server	06/13/2019	No

Download File Fee $0.00

Hard Copy Plans

Title/Description	Receive From	Plan Fee	Mailing Fee	Refund

Line Items

Type	Item Code	UOM	Qty	Ref	MFR	Model#	Brand Req	Brand	Delivery Loc
	Section 1								
1	***** PLEASE SEE ATTACHED DOCUMENT FOR ENTIRE PARTS LIST BEING REQUESTED****								
		EA	0						

File #: 19-0815

AGENDA REPORT
REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION

DATE: 09/18/19

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Department of Water and Power
Fire Department

SUBJECT:
City Council and Corona Utility Authority consideration to award Request for Proposals (RFP) 20-003CA Regulatory Compliance Services.

RECOMMENDED ACTION:
That the:

1. City Council award RFP 20-003CA Regulatory Compliance Services to G&G Environmental Compliance, Inc. of Riverside, CA in the amount of $1,300,000 for each of the next two fiscal years beginning October 1, 2019.

2. City Council authorizes the Department of Water and Power (DWP) General Manager to execute the Professional Services Agreement with G&G Environmental Compliance, Inc. in the amount of $1,300,000 per year for the initial two-year term and have the option to exercise two 2-year renewals on a fiscal year basis as provided by CMC 3.08.070(I) and to approve necessary change orders or amendments provided by Corona Municipal Code Section 3.08.070(I).

3. City Council authorizes the Purchasing Manager to issue a purchase order in the amount of $1,300,000 per year to G&G Environmental Compliance, Inc. beginning in Fiscal Year 2019-20 for the initial two-year term and have the option to exercise two 2-year renewals on a fiscal year basis in accordance with duly authorized and executed agreements.

4. City Council authorizes the City Attorney and DWP General Manager to negotiate and execute any extensions and/or amendments to the contract.

5. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

ANALYSIS:
On July 25, 2019, Request for Proposals (RFP) 20-003CA Regulatory Compliance Services was posted on the City's PlanetBids bidding website, and 118 registered vendors within seven relevant National Institute of Governmental Purchasing (NIGP) industry codes were notified of the bidding opportunity. The RFP was also formally advertised in the Sentinel Weekly on July 26, 2019. A total of 20 firms accessed the RFP document through PlanetBids but only one submitted a proposal by the due date of August 14, 2019.

The RFP included five proposal categories (Backflow Prevention, Cross-Connection Control, Reclaimed Water Conversion, Source Control and Industrial Pretreatment, and Hazardous Materials Inspection Program) and received responses for all five categories from the aforementioned firm.

In an effort to better tailor the City's solicitation documents to increase potential competition while obtaining the best services and materials, the Purchasing Department reached out to the 20 firms that downloaded the RFP and requested their feedback as to why they chose not to submit a proposal. One company responded and advised they lacked the capability to provide the hazardous materials/environmental engineering component required by the scope of work.

Based on DWP's evaluation of the proposal, staff recommends award to G&G Environmental Compliance, Inc. as the most qualified firm. DWP has experience with G&G Environmental Compliance, Inc. and they are highly regarded by staff and in the overall industry when it comes to quality and value.

DWP utilizes the services of a regulatory compliance firm to assist with implementation and administration of several of the City's regulatory compliance programs including backflow prevention, cross-connection control, reclaimed water conversions, source control and industrial pre-treatment, and hazardous materials inspections.

Backflow prevention includes the coordination, testing, retesting, and administrative functions required to support the Backflow Prevention Program. The program is necessary to prevent contamination of the City's water supply. The Backflow Prevention Program is mandated by state and federal law. DWP has approximately 5,100 backflows that require annual coordination and testing, with 6,000 projected for calendar year 2020. G&G Environmental Compliance, Inc. estimates $409,500 annually for maintaining and implementing this program.

Cross-Connection Control includes the coordination, inspections, testing, permitting, and administrative functions required to support the ongoing Cross-Connection Control Program. As part of the City's reclaimed water program, DWP is required by the California State Water Resources Control Board to conduct annual inspections of all existing reclaimed water sites. In addition, DWP is required to perform cross-connection testing at all reclaimed water sites once every four years to ensure continued protection of the City's drinking water system. DWP currently has over 300 reclaimed water connections requiring annual inspections and cross-connection control tests every four years in addition to any new sites that are added to the reclaimed water system each year. G&G Environmental Compliance, Inc. estimates $366,638 annually for maintaining and implementing this

program.

Reclaimed Water Conversions includes the site work, inspection, testing, permitting, and administrative functions required to support new site conversions to use reclaimed water. To save drinking water for human consumption and higher end uses, the City of Corona has constructed an extensive reclaimed water distribution system for irrigation purposes. Reclaimed water is high quality water that has been purified and disinfected in the City's own water reclamation facilities and is used mostly for landscape irrigation. The use of reclaimed water allows the City to save drinking water for homes and businesses. The City has been serving reclaimed water to customers since the summer of 2006 and has made substantial progress with its reclaimed water projects this year. The City currently serves 384 connections that use 4.3 million gallons per day on average. G&G Environmental Compliance, Inc. estimates $168,780 annually for maintaining and implementing this program.

Source Control and Industrial Pretreatment includes the inspections, monitoring, permitting, coordinating and administrative functions required to support the Source Control Program. This program is designed to prevent unauthorized discharge of industrial strength waste into the sanitary sewer that could potentially disrupt the wastewater treatment system. This program is mandated by title 40 of the Code of Federal Regulations Chapter 403 (40 CFR 403) administered by the United States Environmental Protection Agency (US EPA). DWP has approximately 2,000 businesses that require annual inspections and monitoring. G&G Environmental Compliance, Inc. estimates $283,200 annually for maintaining and implementing this program.

Hazardous Materials Inspections include the inspections, coordinating, and reporting functions required to comply with the California Environmental Protection Agency Unified Program. The program enhances the City's ability to handle hazardous material emergencies when they occur at Corona businesses. This results in greater safety for our public safety personnel who respond to these emergencies, greater safety for persons at the business involved in the emergency, as well as an overall greater safety for the community at large. This activity is currently performed by the City of Corona's Fire Department. The City has nearly 750 businesses requiring triennial inspections. The Corona City Council approved a request for Fiscal Year 2019-20 to bring this program in-house to be completed by Fire Department personnel. Staff included this category in the bid as an as-needed service. It will take the Fire Department time to hire and train staff to complete this task and, as such, it may be necessary to continue utilizing an outside firm during the transition process to maintain compliance with regulations.

The agreement amount recommended for award is $1,300,000 annually to G&G Environmental Compliance, Inc. beginning in Fiscal Year 2019-20. The RFP documents (attached) reference an initial two-year term with two optional two-year extensions.

Program	**Estimated Annual Budget**
Backflow Prevention	$409,500
Cross Connection	$366,638
Reclaimed Water Conversions	$168,780
Pretreatment/Source Control	$283,200
Hazardous Materials Inspections	*$166.36 per inspection*
Total (excluding HazMat)	**$1,228,118**

Since the first year of this contract covers October 1, 2019 through June 30, 2020, the first year of the contract shall be prorated at $975,000 for nine months. Each subsequent year the contract amount shall be set at $1,300,000 as shown below:

Contract Year	Effective Dates	Contract Amount
Year 1	10/1/2019 - 6/30/2020	$975,000
Year 2	7/1/2020 - 6/30/2021	$1,300,000
First Optional Two-Year Renewal*		
Year 3	7/1/2021 - 6/30/2022	$1,300,000
Year 4	7/1/2022 - 6/30/2023	$1,300,000
Final Optional Two-Year Renewal*		
Year 5	7/1/2023 - 6/30/2024	$1,300,000
Year 6	7/1/2024 - 6/30/2025	$1,300,000

*The RFP documents and agreement allow for two optional two-year extensions. If exercised, the City and G&G Environmental Compliance, Inc. will negotiate future pricing and price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U)”, not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Therefore, the contract amount referenced in the table above is an estimated amount based on current pricing.

DWP staff recommends an initial two-year contract and the two optional two-year extensions as regulatory compliance services are relationship-based and require significant mobilization at the start of a contract to establish relationships with the permitted industries and sites as well as backflow device owners. As previously stated, the City is required by various agencies and authorities to have regulatory compliance programs in place and longer-term contracts allow for stability and continuity of those programs and good-faith with the City’s regulatory agencies and partners.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Funding for the award of the contract is included in the Fiscal Year 2019-2020 Department of Water and Power operations budget and the Fire Department’s General Fund operating budget.

Program	Estimated Annual Budget	Fund
Backflow Prevention	$409,500	Water Utility Fund 570
Cross Connection	$366,638	Reclaimed Water Utility Fund 567
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Hazardous Materials Inspections	*$166.36 /inspection*	*General Fund 110*
Total (excluding HazMat)	**$1,228,118**	

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KATIE HOCKETT, ASSISTANT GENERAL MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: CINDI SCHMITZ, FIRE MARSHALL

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER & EXECUTIVE DIRECTOR

Attachments:
1. Professional Services Agreement with G&G Environmental Compliance, Inc.
2. Request for Proposals (RFP) No. 20-003CA
3. G&G Environmental Compliance, Inc. - Proposal

File #: 19-0815

AGENDA REPORT
REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION

DATE: 09/18/19

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Department of Water and Power
Fire Department

SUBJECT:
City Council and Corona Utility Authority consideration to award Request for Proposals (RFP) 20-003CA Regulatory Compliance Services.

RECOMMENDED ACTION:
That the:

1. City Council award RFP 20-003CA Regulatory Compliance Services to G&G Environmental Compliance, Inc. of Riverside, CA in the amount of $1,300,000 for each of the next two fiscal years beginning October 1, 2019.

2. City Council authorizes the Department of Water and Power (DWP) General Manager to execute the Professional Services Agreement with G&G Environmental Compliance, Inc. in the amount of $1,300,000 per year for the initial two-year term and have the option to exercise two 2-year renewals on a fiscal year basis as provided by CMC 3.08.070(I) and to approve necessary change orders or amendments provided by Corona Municipal Code Section 3.08.070(I).

3. City Council authorizes the Purchasing Manager to issue a purchase order in the amount of $1,300,000 per year to G&G Environmental Compliance, Inc. beginning in Fiscal Year 2019-20 for the initial two-year term and have the option to exercise two 2-year renewals on a fiscal year basis in accordance with duly authorized and executed agreements.

4. City Council authorizes the City Attorney and DWP General Manager to negotiate and execute any extensions and/or amendments to the contract.

5. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

ANALYSIS:
On July 25, 2019, Request for Proposals (RFP) 20-003CA Regulatory Compliance Services was posted on the City's PlanetBids bidding website, and 118 registered vendors within seven relevant National Institute of Governmental Purchasing (NIGP) industry codes were notified of the bidding opportunity. The RFP was also formally advertised in the Sentinel Weekly on July 26, 2019. A total of 20 firms accessed the RFP document through PlanetBids but only one submitted a proposal by the due date of August 14, 2019.

The RFP included five proposal categories (Backflow Prevention, Cross-Connection Control, Reclaimed Water Conversion, Source Control and Industrial Pretreatment, and Hazardous Materials Inspection Program) and received responses for all five categories from the aforementioned firm.

In an effort to better tailor the City's solicitation documents to increase potential competition while obtaining the best services and materials, the Purchasing Department reached out to the 20 firms that downloaded the RFP and requested their feedback as to why they chose not to submit a proposal. One company responded and advised they lacked the capability to provide the hazardous materials/environmental engineering component required by the scope of work.

Based on DWP's evaluation of the proposal, staff recommends award to G&G Environmental Compliance, Inc. as the most qualified firm. DWP has experience with G&G Environmental Compliance, Inc. and they are highly regarded by staff and in the overall industry when it comes to quality and value.

DWP utilizes the services of a regulatory compliance firm to assist with implementation and administration of several of the City's regulatory compliance programs including backflow prevention, cross-connection control, reclaimed water conversions, source control and industrial pre-treatment, and hazardous materials inspections.

Backflow prevention includes the coordination, testing, retesting, and administrative functions required to support the Backflow Prevention Program. The program is necessary to prevent contamination of the City's water supply. The Backflow Prevention Program is mandated by state and federal law. DWP has approximately 5,100 backflows that require annual coordination and testing, with 6,000 projected for calendar year 2020. G&G Environmental Compliance, Inc. estimates $409,500 annually for maintaining and implementing this program.

Cross-Connection Control includes the coordination, inspections, testing, permitting, and administrative functions required to support the ongoing Cross-Connection Control Program. As part of the City's reclaimed water program, DWP is required by the California State Water Resources Control Board to conduct annual inspections of all existing reclaimed water sites. In addition, DWP is required to perform cross-connection testing at all reclaimed water sites once every four years to ensure continued protection of the City's drinking water system. DWP currently has over 300 reclaimed water connections requiring annual inspections and cross-connection control tests every four years in addition to any new sites that are added to the reclaimed water system each year. G&G Environmental Compliance, Inc. estimates $366,638 annually for maintaining and implementing this

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REVIEWED BY: TOM MOODY, GENERAL MANAGER

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Attachments:
1. Professional Services Agreement with G&G Environmental Compliance, Inc.
2. Request for Proposals (RFP) No. 20-003CA
3. G&G Environmental Compliance, Inc. - Proposal

FORM OF AGREEMENT

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH G&G ENVIRONMENTAL COMPLIANCE, INC.
(REGULATORY COMPLIANCE SERVICES – REGULATORY COMPLIANCE SERVICES PROJECT)

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of September, 2019 ("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 G&G Environmental Compliance, Inc., a California Corporation with its principal place of business at 5053 La Mart Drive Suite 203, Riverside, CA 92507 ("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 Regulatory Compliance 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 Regulatory Compliance Services Project, RFP 20-003CA, ("Project") as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

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 Regulatory Compliance 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 October 1, 2019 to June 30, 2021 ("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: Gary Ethridge.

3.2.5 City's Representative. The City hereby designates Tom Moody, General Manager, or his 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 Gary Ethridge, President, 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 Services provided by the Consultant under this Agreement. If the City determines that a payment bond is

required for the Services 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 Nine Hundred Seventy-Five Thousand Dollars ($975,000) for the remainder of the fiscal year ending June 30, 2020 and One Million Three Hundred Thousand Dollars ($1,300,000) for fiscal year ending June 30, 2021 ("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 Services are 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:

G&G Environmental Compliance, Inc.
5053 La Mart Drive, Suite 203
Riverside, CA 92507
Attn: Gary Ethridge

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, General Manager
Department of Water & Power

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.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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 G&G ENVIRONMENTAL COMPLIANCE, INC.
(REGULATORY COMPLIANCE SERVICES – REGULATORY COMPLIANCE SERVICES PROJECT)

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

CITY OF CORONA

By: _____
Tom Moody
General Manager

Reviewed By:

_____
Katie Hockett
Assistant General Manager

Reviewed By:

_____
Cita Longsworth
Purchasing Manager

Attest:

_____
Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH G&G ENVIRONMENTAL COMPLIANCE, INC.
(REGULATORY COMPLIANCE SERVICES – REGULATORY COMPLIANCE SERVICES PROJECT)

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

G&G ENVIRONMENTAL COMPLIANCE, INC.
a California Corporation

By: _____
Name (Print)

_____
Signature

_____
Title (CEO, President, V.P.)

By: _____
Name (Print)

_____
Signature

_____
Title (CFO, Treasurer, Secretary)

EXHIBIT "A"
SCOPE OF SERVICES

The City of Corona Department of Water and Power (DWP) Regulatory Compliance Division requires the services of a regulatory compliance services firm to assist with implementation and administration of several of the City's regulatory compliance programs including, but not limited to, the following:

- Backflow Prevention
- Cross-Connection Control
- Reclaimed Water Conversions
- Source Control and Industrial Pretreatment

The City of Corona Fire Department requires regulatory compliances services to fulfill the requirements for the following program:

- Hazardous Materials Inspections

The City of Corona will provide all necessary programs and computers needed to support the programs listed above.

Backflow Prevention

This task includes the coordination, testing, retesting, and administrative functions required to support the Backflow Prevention program.

- Conduct initial backflow testing at each backflow prevention assembly in the City of Corona database; estimated to be 5,100 per year including both privately-owned and City-owned devices ranging from ¾" to 12". Quantity of backflow devices is estimated to increase in coming years.
- Conduct follow-up tests for those devices that fail the initial test.
- All devices are located within the City of Corona or in an unincorporated area directly adjacent to the City.
- Approximately 350 devices are located in vaults requiring confined space entry per OSHA Standard 1910.146. All confined space entries must be performed using standard confined space entry requirements.
- The on-site tester(s) must be a certified Backflow Prevention Assembly Tester by the California-Nevada American Water Works Association and the County of Riverside.
- Administration of the program including the following:
    - Develop daily, weekly, and/or monthly testing schedules that maximize the efficiency of the backflow device testing team;
    - Communicate with device owners of the upcoming test to facilitate entry, water shut off during test issues, and any other issues that may delay or prevent the test from being performed;
    - Follow-up with noncompliant customers;
    - Review completed test result paperwork for accuracy and inclusion of all required information;

    - Provide notification to backflow prevention assembly owners upon device failure in accordance with City of Corona Municipal Code;
    - Answer and respond to calls as directed regarding the Backflow Program requirements and resolving conflicts that may arise;
    - Maintain an accurate database of backflow assemblies located within the City's jurisdictional boundaries (DWP currently uses Backtrack software);
    - Provide monthly status reports; and
    - Maintain ongoing communication with designated City staff and management regarding the Backflow Program operations.
- Inspect and test newly installed backflows for Uniform Plumbing Code and Title 17 compliance.
- Other tasks required to implement the program.

Cross-Connection Control

This task includes the coordination, inspections, testing, permitting, and administrative functions required to support the ongoing Cross-Connection Control program.

- Conduct annual inspections at all permitted reclaimed water user sites; approximately 383 reclaimed water user sites.
- Perform reclaimed hydrant inspections; approximately 30 reclaimed hydrants.
- Develop required 4-year shutdown testing protocol and perform cross-connection shutdown tests in accordance with City of Corona Standards, State Water Resources Control Board (SWRCB) rules and regulations and Title 17 requirements.
- Develop and complete all necessary forms required to perform each shutdown test.
- Prepare cross-connection test report and exhibits for submission to SWRCB following review and approval by DWP.
- Update and maintain permits for all current reclaimed water users.
- Enter and maintain all Program activities into the City's BackTrack Program.
- Maintain effective communications with City staff and management.
- Inspector(s) must be a certified Cross-Connection Control Specialist by the California-Nevada American Water Works Association.
- Comply with Title 22 dual plumbed facility requirements.
- Other tasks required to implement the program.

Reclaimed Water Conversions

This task includes the site work, inspection, testing, permitting, and administrative functions required to support new reclaimed water conversions.

- Perform initial site surveys and complete site survey forms.
- Review any necessary as-built plans to prepare retrofit requirements and shutdown testing protocol.
- Determine retrofit requirements and prepare a scope of work for DWP; prepare cost estimate for customer retrofit and provide a timeline for completion.

- Develop initial shutdown/dye testing protocol. Upon review and approval by DWP, provide shutdown/dye testing protocol to SWRCB for approval.
- Coordinate with DWP, the applicant and SWRCB on scheduling and conducting the necessary Cross Connection Shutdown Test(s).
- Conduct the shutdown/dye test, prepare Shutdown/Dye Test Report and submit to SWRCB.
- Conduct irrigation coverage test as required.
- Prepare necessary permit, enter all program activities into City's BackTrack Program, send permit to customer and DWP for signature and then issue permit to applicant.
- Conduct Site Supervisor training as required by DWP.
- Request meter installation from DWP.
- Upon approval by DWP, submit Tie-In Report to SWRCB.
- Other tasks required to implement the program.

Source Control and Industrial Pretreatment

This task includes the inspections, monitoring, permitting, coordinating and administrative functions required to support the Source Control program.

- Permitted Industrial Users:
    - The City currently issues approximately 32 industrial user permits every three years (Class I – IV Users as classified by the United States Environmental Protection Agency).
    - Conduct site inspections, monitoring, and permitting.
    - Review Self-Monitoring Reports (SMRs) from permittees.
- Permitted Users
    - Provide inspections, permitting and compliance activities at dry cleaners, automotive cleaning, maintenance facilities, and other commercial and light industrial facilities (17 dry cleaners).
- Non-Permitted Facilities:
    - Conduct inspections and review compliance activities for restaurants and other non-permitted facilities (473 restaurants).
- Inspections occur quarterly to annually depending on site requirements.
- Permits are issued annually or every three years depending on the site.
- Conduct compliance activities including review of required industrial users self-monitoring reports, routine enforcement actions such as written and verbal warnings to civil and/or criminal complaints.
- Provide as-needed periodic surveillance monitoring in the sewer system to identify sources of suspected dumping of high strength or pollutant loading that violates existing wastewater discharge limitations adopted by the City.
- Evaluate Industrial User samples for compliance with all constituents that have permit limitations and to assess surcharges for BOD, TSS, and O/G and prepare statements accordingly.

- Maintain existing industrial user listing through review of new business license questionnaires and conduct all necessary site inspections for new business or tenant improvement projects that require Source Control Program involvement up to and including issuing new permits.
- Prepare, complete and submit all required regulatory reports as required by the EPA for pretreatment program, including quarterly and annual program compliance reports to the USEPA, Santa Ana Regional Water Quality Control Board, and the State of California. Additionally, if necessary, a report of Significant Non-Compliance (SNC) is required to be published for all IUs that meet the definition of SNC as contained in the City's Wastewater Ordinance No. 3111 (Corona Municipal Code Section 13.08).
- Maintain and update as necessary the Local Limits, ERP, and Sewer Ordinance.
- Maintain IU data and schedules in the City's Linko data management system.
- Provide monthly status reports to DWP and attend all meetings as required to maintain effective communications.
- Inspector(s) must be certified by California Water Environment Association (CWEA).
- Other tasks required to implement the program.

Please note: DWP will be transitioning from a paper-based system to a fully integrated online data management system via Linko. This will be managed by DWP but will require support from the selected consultant.

Hazardous Materials Inspections

This task includes the inspections, coordinating, and reporting functions required to comply with the California EPA Unified Program. This activity will be performed by the Fire Department but firms may submit proposals for this category to be used for as-needed work.

- Conduct approximately 800 inspections every three years
    - Inspect and confirm Hazardous Materials Business Emergency Plan
    - Inspect Chemical Inventory
    - Confirm presence of emergency response plans and procedures
    - Confirm posting of NFPA 704 signs/placards
    - Inspect storage facilities
    - Identify violations and identify correction timeline
- Other tasks required to implement the program.

EXHIBIT "B"
SCHEDULE 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 Regulatory Compliance consulting services necessary for the Project within the Term of the Agreement and within reasonable timeframes established by the City's Representative.

The initial contract term will be for two years and shall be effective on or about October 1, 2019 through June 30, 2021 plus two (2) optional two (2) year renewal periods.

- Option 1, if exercised, shall be effective July 1, 2021 through June 30, 2023
- Option 2, if exercised, shall be effective July 1, 2023 through June 30, 2025

City reserves the right to exercise option year renewals at its sole discretion. Should the City elect to exercise the option to extend the contract for one or two additional two (2) year periods, the Parties shall negotiate pricing for such period prior to commencement of each additional two (2) year period. Price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U)", not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

EXHIBIT "C"
COMPENSATION

The total Compensation shall not exceed $975,000 for fiscal year ending June 30, 2020 and $1,300,000 for fiscal year ending June 30, 2021 without authorized written approval of the City's Representative.

Backflow Prevention (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Initial Backflow Device Testing	3,087	$80.80	$249,400
Follow up Device Testing	938	$78.38	$73,500
Program Administration	1,067	$61.23	$65,300
Program Management	203	$105.19	$21,300

Cross Connection (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Site Surveys	867	$92.09	$79,800
Shutdown Testing	1,438	$89.67	$128,938
Reclaimed Water Permitting	275	$80.36	$22,100
Annual Inspections	1,046	$84.80	$88,700
Program Administration	30	$77.72	$23,900
Program Management	233	$99.74	$23,200

Reclaimed Water Conversions (Quote PER Conversion) Based upon 25 Conversions

Task	Estimated Annual Hours	Hourly Rate	Total
Initial Project Review	630	$91.90	$57,900
Determine Retrofit Equipment Needs	289	$96.26	$27,820
Initial Shutdown Test	617	$107.46	$66,300
Initial Permitting of Reclaimed Water User	119	$81.76	$13,000
Program Administration	40	$72.00	$2,880
Program Management	8	$110.00	$880

Source Control and Industrial Pretreatment (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Inspections and Monitoring	1,380	$74.21	$102,400
Permitting	425	$81.65	$34,700
Regulatory Reporting	123	$89.43	$11,000
Industrial Compliance	748	$88.64	$66,300
Plan Check	230	$80.87	$18,600
Program Administration	300	$60.00	$18,000
Program Management	320	$100.63	$32,200

Hazardous Materials Inspection (Quote PER Inspection)

Task	Estimated Hours	Hourly Rate	Total
Survey and Conduct Initial Site Inspection	0.97	$89.30	$86.63
Follow Up Inspection	0.87	$79.00	$68.73
Program Management	0.1	$110.00	$11.00

July 26, 2019

SUBJECT: **REQUEST FOR PROPOSALS (RFP) NO. 20-003CA**

The City of Corona Department of Water & Power (City) invites qualified proposals for:

REGULATORY COMPLIANCE SERVICES

Parties interested in obtaining a copy of this RFP No. 20-003CA may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal: https://www.planetbids.com/portal/portal.cfm?CompanyID=39497. Registered vendors can download a copy of this RFP No. 20-003CA and supporting documents at no cost and receive addenda and other notifications when issued.

Closing: Proposals shall be submitted electronically before 2:00 p.m., August 14, 2019 through the PlanetBids Vendor Portal. It is the consultant's responsibility to allow sufficient time to complete and upload its proposal, including all documentation required by this RFP, prior to the stated deadline. Electronic submission cannot be completed unless the consultant properly uploads all required documents.

The City will only consider electronic proposals that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the proposal was successfully transmitted. **Transmission of proposals by any other means will not be accepted.** Consultants are solely responsible for informing themselves with respect to proper usage of the PlanetBids online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet service. Failure of the consultant to successfully transmit an electronic proposal shall be at the consultant's sole risk and no relief will not be given for late or improperly submitted proposals.

Consultants experiencing technical difficulties with the proposal transmission process should contact PlanetBids Support at (818) 992-1771. Consultants that continue to experience difficulty with the PlanetBids system should contact the City of Corona Purchasing Division at (951) 736-2274. Neither the City nor PlanetBids make any guarantees or assurances as to the timely availability of assistance or resolution of any given issue prior to the proposal submission date and time.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,

Carol Appelt

Purchasing Specialist V
City of Corona | Administrative Services Department
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882
Phone: (951) 279-3620 | Email: carolyn.appelt@coronaca.gov
Website: www.coronca.gov

July 26, 2019

SUBJECT: **REQUEST FOR PROPOSALS (RFP) No. 20-003CA**

SECTION I

INVITATION

The City of Corona Department of Water & Power (City) invites proposals from qualified consultants for:

REGULATORY COMPLIANCE SERVICES

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED. REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM IN SECTION IV AND FORM OF AGREEMENT SAMPLE IN SECTION VII, SUBSECTION 3.2.10 INSURANCE, ET SEQ.

Tentative RFP Schedule
(Subject to change at City's discretion)

1. Issue RFP ..... July 26, 2019
2. Advertise ..... July 26, 2019
3. Written Questions from Consultant Due ..... 5:00 p.m., August 2, 2019
4. Responses from City Due ..... August 8, 2019
5. Proposals Due ..... 2:00 p.m., August 14, 2019
6. Proposal Evaluation Completed ..... August 22, 2019
7. Consultant Selection ..... August 22, 2019
8. Council Approval ..... September 18, 2019

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SECTION I ..... Invitation
SECTION II ..... RFP Instructions
SECTION III ..... Evaluation and Award
SECTION IV ..... Project Description and Scope of Work
SECTION V ..... Proposal Content and Forms
SECTION VI ..... Price Form
SECTION VII ..... Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

Not Applicable

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

3. Prior to submitting a proposal, consultant must fully inform himself of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at consultant's own risk and cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the proposal Due Date and Time. Consultants shall access any and all Addenda from the electronic bidding system's Addenda & Email tab of this RFP.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this RFP and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of consultants to ensure they have received all addenda prior to submitting a proposal. To this end, each consultant should contact the City's Purchasing Division prior to the proposal due date to verify receipt of all Addenda issued. Consultants shall acknowledge receipt of all Addenda when submitting their electronic proposals.

D. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in

question is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter.

2. **Submitting Requests**

Consultants shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system: https://www.planetbids.com/portal/portal.cfm?CompanyID=39497 utilizing the Questions & Answers tab. Consultant questions must be submitted no later than 5:00 p.m., August 2, 2019. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

3. **City Responses**

a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of any oral instruction.

b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

E. Submission of Proposals

1. Date and Time

All proposals are to be submitted electronically no later than **2:00 p.m., August 14, 2019.**

2. Electronic Submission

Proposals shall be submitted electronically using the City's PlanetBids Vendor Portal. Please note the City's electronic bidding system will not allow proposals to be submitted after the due date and time. It is the consultant's responsibility to allow sufficient time to complete and submit their proposal, including all documentation required by this RFP, prior to the stated deadline. **Electronic submission cannot be completed unless the consultant properly uploads all required documents. Only electronic proposals will be accepted; hard copy proposals will be rejected as nonresponsive and returned unopened without exception.**

3. Acceptance of Proposals

a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

b. The City reserves the right to withdraw this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.

c. The City reserves the right to postpone proposal opening for its own convenience.

F. Proposal Withdrawal

Electronic proposals may be withdrawn prior to the date and time set forth in Section E.1 above. When paper copy proposals are allowed, a proposal may be withdrawn by the Consultant only by means of a written request signed by the Consultant or its properly authorized representative. Such request must be received by Carol Appelt, Purchasing Specialist V, carolyn.appelt@corona.ca.gov. After that time, consultants may not withdraw their proposals, whether electronic or paper, for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

a. Preparing its proposal in response to this RFP;
b. Submitting the proposal to City;
c. Negotiating with City on any matter related to the proposal; or
d. Any other expenses incurred by the consultant prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to request additional information from the consultant as appropriate, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

I. Contract Term

The initial contract term will be for two years and shall be effective on or about October 1, 2019 through June 30, 2021 plus two (2) optional two (2) year renewal periods.

- Option 1, if exercised, shall be effective July 1, 2021 through June 30, 2023
- Option 2, if exercised, shall be effective July 1, 2023 through June 30, 2025

City reserves the right to exercise option year renewals at its sole discretion. Should the City elect to exercise the option to extend the contract for one or two additional two (2) year periods, the Parties shall negotiate pricing for such period prior to commencement of each additional two (2) year period. Price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U)", not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

J. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

K. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to contract award and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City's website: https://www.coronaca.gov/government/departments-divisions/finance/business-license-info.

L. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

M. Insurance Requirements

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

N. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City will use its best efforts to inform proposer of any request for disclosure of any such document. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to upload separate files for all "Confidential," "Proprietary," or "Trade Secret" data when submitting their proposal documents. The file names shall include the words "Confidential", "Proprietary" or "Trade Secret". Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not uploaded as separate files and include "Confidential", "Proprietary" or "Trade Secret" as part of the file name.

O. Negative History

Consultant must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose, the firm must affirmatively state in its Proposal, there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

P. Safety Requirements/Violations

Safety at the Project sites during performance of the work is of paramount concern to the City. Accordingly, consultants must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Consultants must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation will rend a proposal as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the Consultant as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the consultant, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive.

SECTION III.

EVALUATION AND AWARD

The City is soliciting an experienced regulatory compliance services firm to assist with the implementation and administration of several of the City's regulatory compliance programs, including but not limited to backflow prevention, cross-connection control, reclaimed water conversions, source control and industrial pretreatment, and hazardous material inspections. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last five (5) years providing the same or similar services requested in this RFP.
    a. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
2. Have sufficient staff and/or affiliates available with experience, qualifications, and technology in the disciplines required for this service.
3. Possess proper license(s) for the performance of this Contract.
    a. Provide copies of valid licenses and/or certifications for all inspector and onsite testers to be utilized pursuant to the requirements stated in Section IV Scope of Work.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs, and other regulatory agencies.
5. Have the administrative, fiscal, and legal capabilities to provide and manage the proposed services.
6. Have not committed any serious violations within the last two (2) years or any willful violations of federal or state OSHA regulations within the last five (5) years. Refer to Section II. RFP Instructions, subsection P. Safety Requirements/Violations.

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. The following points will be assigned to the Proposal for evaluation purposes:

A. EVALUATION CRITERIA

Criteria	Max Points
Work Plan/Work Organization	25
Qualification of Company and Personnel	25
Approach to Safety Measures	25
Reasonableness of Cost and Price	25
Total	100

1. **<u>Work Plan/Work Organization – 25 points</u>**
   The proposal must clearly indicate that the consultant has performed adequate planning to accomplish the tasks as defined in the work statement.
   - Logical and laid out in a clear and thoughtful manner
   - Includes a complete plan to accomplish the requirements, including sub-contracting
   - Demonstrates that appropriate personnel and equipment will be positioned efficiently to fulfill requirements
   - Innovative approach and ideas, specific methods and techniques utilized by consultant
   - Considerate of time constraints within project
   - Meets all applicable guidelines as set forth in this RFP

2. **Qualifications of Company and Personnel (Experience) – 25 points**
   Category is rated based on the consultant's ability to clearly identify the following:
   - Strength and stability of the firm and any sub-consultants
   - Data on the level of experience in specific contracts of this type, including performance and abilities; minimum three (3) examples, in addition to listing a minimum of three (3) references
   - Key personnel's level of involvement in performing related work and/or close oversight
   - Adequate labor commitment
   - Demonstrated knowledge of the scope of work, capability of performing specific tasks outlined in the RFP based on similar work experience
   - Samples of craftsmanship and quality of work for other similar projects

3. **Approach to Safety Measures – 25 points**
   This category is rated based on consultant's ability to illustrate a clear approach to safety measures:
   - Comply with OSHA requirements and applicable laws, ordinances, rules, regulations and orders
   - Provide Injury and Illness Prevention Program (IIPP)
   - No serious OSHA violations within the last two (2) years or any willful OSHA violations within the past 5 years

4. **Reasonableness of Cost and Price – 25 points**
   Category is rated based on consultant's:
   - Value provided
   - Reasonableness of hourly rates, labor hours, and fees to perform duties in scope of work
   - Reasonableness based on project cost for recently completed projects of similar scope and size, consider travel time if applicable
   - Responsiveness to RFP and exceptions to or deviations from RFP requirements; quality of materials to be used; value of Total Price

The City reserves the right to negotiate with each contractor a Best and Final Offer.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff (Evaluation Committee) in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

1. Generate a "short list" and conduct interviews with the top candidates;
2. Conduct on-site visits and/or tours of the candidates' places of business; and/or
3. Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without Consultant visits, project visits, interviews, or further discussions or negotiations.

Subsequent to interviews, if conducted, the Evaluation Committee will further discuss and score the presentation and responses to questions using the same set of scoring of the interviews.

C. AWARD

Negotiations may or may not be conducted with Consultants; therefore, the proposal submitted should contain Consultant's most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant. Should the City be unable to negotiate a satisfactory contract with the highest ranked Consultant, the City retains the right to terminate negotiations with the highest ranked Consultant and open negotiations with the next highest ranked Consultant.

Depending upon the dollar amounts of the proposals received, City staff will either select the consultant best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection of the proposal(s) evaluated by staff to be the most qualified for this project.

The City anticipates making a final selection and award on or about September 18, 2019.

SECTION IV.

SCOPE OF WORK

The City of Corona Department of Water and Power (DWP) Regulatory Compliance Division requires the services of a regulatory compliance services firm to assist with implementation and administration of several of the City's regulatory compliance programs including, but not limited to, the following:

- Backflow Prevention
- Cross-Connection Control
- Reclaimed Water Conversions
- Source Control and Industrial Pretreatment

The City of Corona Fire Department requires regulatory compliances services to fulfill the requirements for the following program:

- Hazardous Materials Inspections

The City of Corona will provide all necessary programs and computers needed to support the programs listed above.

Backflow Prevention

This task includes the coordination, testing, retesting, and administrative functions required to support the Backflow Prevention program.

- Conduct initial backflow testing at each backflow prevention assembly in the City of Corona database; estimated to be 5,100 per year including both privately-owned and City-owned devices ranging from ¾" to 12". Quantity of backflow devices is estimated to increase in coming years.
- Conduct follow-up tests for those devices that fail the initial test.
- All devices are located within the City of Corona or in an unincorporated area directly adjacent to the City.
- Approximately 350 devices are located in vaults requiring confined space entry per OSHA Standard 1910.146. All confined space entries must be performed using standard confined space entry requirements.
- The on-site tester(s) must be a certified Backflow Prevention Assembly Tester by the California-Nevada American Water Works Association and the County of Riverside.
- Administration of the program including the following:
    - Develop daily, weekly, and/or monthly testing schedules that maximize the efficiency of the backflow device testing team;
    - Communicate with device owners of the upcoming test to facilitate entry, water shut off during test issues, and any other issues that may delay or prevent the test from being performed;
    - Follow-up with noncompliant customers;
    - Review completed test result paperwork for accuracy and inclusion of all required information;
    - Provide notification to backflow prevention assembly owners upon device failure in accordance with City of Corona Municipal Code;

    - Answer and respond to calls as directed regarding the Backflow Program requirements and resolving conflicts that may arise;
    - Maintain an accurate database of backflow assemblies located within the City's jurisdictional boundaries (DWP currently uses Backtrack software);
    - Provide monthly status reports; and
    - Maintain ongoing communication with designated City staff and management regarding the Backflow Program operations.
- Inspect and test newly installed backflows for Uniform Plumbing Code and Title 17 compliance.
- Other tasks required to implement the program.

Cross-Connection Control

This task includes the coordination, inspections, testing, permitting, and administrative functions required to support the ongoing Cross-Connection Control program.

- Conduct annual inspections at all permitted reclaimed water user sites; approximately 383 reclaimed water user sites.
- Perform reclaimed hydrant inspections; approximately 30 reclaimed hydrants.
- Develop required 4-year shutdown testing protocol and perform cross-connection shutdown tests in accordance with City of Corona Standards, State Water Resources Control Board (SWRCB) rules and regulations and Title 17 requirements.
- Develop and complete all necessary forms required to perform each shutdown test.
- Prepare cross-connection test report and exhibits for submission to SWRCB following review and approval by DWP.
- Update and maintain permits for all current reclaimed water users.
- Enter and maintain all Program activities into the City's BackTrack Program.
- Maintain effective communications with City staff and management.
- Inspector(s) must be a certified Cross-Connection Control Specialist by the California-Nevada American Water Works Association.
- Comply with Title 22 dual plumbed facility requirements.
- Other tasks required to implement the program.

Reclaimed Water Conversions

This task includes the site work, inspection, testing, permitting, and administrative functions required to support new reclaimed water conversions.

- Perform initial site surveys and complete site survey forms.
- Review any necessary as-built plans to prepare retrofit requirements and shutdown testing protocol.
- Determine retrofit requirements and prepare a scope of work for DWP; prepare cost estimate for customer retrofit and provide a timeline for completion.
- Develop initial shutdown/dye testing protocol. Upon review and approval by DWP, provide shutdown/dye testing protocol to SWRCB for approval.
- Coordinate with DWP, the applicant and SWRCB on scheduling and conducting the necessary Cross Connection Shutdown Test(s).

- Conduct the shutdown/dye test, prepare Shutdown/Dye Test Report and submit to SWRCB.
- Conduct irrigation coverage test as required.
- Prepare necessary permit, enter all program activities into City's BackTrack Program, send permit to customer and DWP for signature and then issue permit to applicant.
- Conduct Site Supervisor training as required by DWP.
- Request meter installation from DWP.
- Upon approval by DWP, submit Tie-In Report to SWRCB.
- Other tasks required to implement the program.
-

Source Control and Industrial Pretreatment

This task includes the inspections, monitoring, permitting, coordinating and administrative functions required to support the Source Control program.

- Permitted Industrial Users:
    - The City currently issues approximately 32 industrial user permits every three years (Class I – IV Users as classified by the United States Environmental Protection Agency).
    - Conduct site inspections, monitoring, and permitting.
    - Review Self-Monitoring Reports (SMRs) from permittees.
- Permitted Users
    - Provide inspections, permitting and compliance activities at dry cleaners, automotive cleaning, maintenance facilities, and other commercial and light industrial facilities (17 dry cleaners).
- Non-Permitted Facilities:
    - Conduct inspections and review compliance activities for restaurants and other non-permitted facilities (473 restaurants).
- Inspections occur quarterly to annually depending on site requirements.
- Permits are issued annually or every three years depending on the site.
- Conduct compliance activities including review of required industrial users self-monitoring reports, routine enforcement actions such as written and verbal warnings to civil and/or criminal complaints.
- Provide as-needed periodic surveillance monitoring in the sewer system to identify sources of suspected dumping of high strength or pollutant loading that violates existing wastewater discharge limitations adopted by the City.
- Evaluate Industrial User samples for compliance with all constituents that have permit limitations and to assess surcharges for BOD, TSS, and O/G and prepare statements accordingly.
- Maintain existing industrial user listing through review of new business license questionnaires and conduct all necessary site inspections for new business or tenant improvement projects that require Source Control Program involvement up to and including issuing new permits.
- Prepare, complete and submit all required regulatory reports as required by the EPA for pretreatment program, including quarterly and annual program compliance reports to the USEPA, Santa Ana Regional Water Quality Control Board, and the State of California. Additionally, if necessary, a report of Significant Non-Compliance (SNC) is required to

be published for all IUs that meet the definition of SNC as contained in the City's Wastewater Ordinance No. 3111 (Corona Municipal Code Section 13.08).
- Maintain and update as necessary the Local Limits, ERP, and Sewer Ordinance.
- Maintain IU data and schedules in the City's Linko data management system.
- Provide monthly status reports to DWP and attend all meetings as required to maintain effective communications.
- Inspector(s) must be certified by California Water Environment Association (CWEA).
- Other tasks required to implement the program.

Please note: DWP will be transitioning from a paper-based system to a fully integrated online data management system via Linko. This will be managed by DWP but will require support from the selected consultant.

Hazardous Materials Inspections

This task includes the inspections, coordinating, and reporting functions required to comply with the California EPA Unified Program. This activity will be performed by the Fire Department but firms may submit proposals for this category to be used for as-needed work.

- Conduct approximately 800 inspections every three years
    - Inspect and confirm Hazardous Materials Business Emergency Plan
    - Inspect Chemical Inventory
    - Confirm presence of emergency response plans and procedures
    - Confirm posting of NFPA 704 signs/placards
    - Inspect storage facilities
    - Identify violations and identify correction timeline
- Other tasks required to implement the program.
    -

SECTION V

PROPOSAL CONTENT AND FORMS

A. PRESENTATION

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise.

1. Cover Letter

Proposals shall contain the following information in a cover letter:

a. Identification of consultant, including name, address and telephone number;

a. Proposed working relationship between consultant and subconsultants, if applicable;

b. acknowledgment of receipt of all RFP addenda, if any;

c. name, title, address, telephone number and email address of consultant's contact person during the proposal evaluation period;

d. A statement that the cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the Regulatory Compliance Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges;

e. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and

g. Signature of a person authorized to bind consultant to the terms of the proposal.

Following the cover letter, proposals should address the following items in turn:

2. Technical Proposal:

a. Project Approach:
   i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.

b. Work Plan: This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.
   i. Describe your plan for accomplishing the tasks described in the Scope of Work.
   ii. Describe personnel working on the project, their tasks, and their time commitments.
   iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.

c. Project Schedule:
    i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.

d. Deliverables:
    i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.

3. Experience:

a. Completed Consultant Information Form (attached)

b. Completed Consultant Experience Form (attached)

c. Disclosures:
    i. Consultant must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty or liable.

d. Team Structure:
    i. Describe your firm's organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.

e. Sample Work (if applicable):
    i. Describe samples of work from other similar projects that demonstrate your firm's capability to accomplish the work described in this RFP.
    ii. Provide at minimum, three references from projects cited as related experience; references furnished by consultant shall include the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may supply references from other work not cited in this section as related experience.

4. Schedule, Cost, and Quality Control Ability

a. Response must demonstrate consultant's ability to manage the time schedule and cost throughout all phases of the project. Describe the method(s) your proposed team will employ for this project. The City's business hours are 8:00 am to 5:00 pm Monday through Friday; the Consultant needs to be available during this time frame.

b. After hours response, Consultant shall respond onsite within two (2) hours. If Consultant cannot respond they shall provide a contingency plan.

c. Response must demonstrate the firm's ability to provide quality control oversight of the team's activities meeting the specified project scope

requirements throughout all phases of the project. Describe the methods(s) your proposed team will employ for this project.

5. Safety:

a. Completed Industrial Safety Record Form (attached).
b. Describe the safety measures you plan to put in place to assure the City that all applicable OSHA regulations will be adhered to with the inclusion of an Injury and Illness Prevention Program.

6. Cost Proposal:

a. Completed Price Form (attached).
b. Proposed pricing must be reflective of fair market pricing for the services performed in the form of firm-fixed prices and/or hourly rates and must be competitive in comparison to other proposals received.
c. Response must provide adequate supporting data for proposed pricing.
d. Response must include reasoning to determine the proposed pricing can meet the scope of work requirements.

6. Appendices:

Information considered by Consultant to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

7. Exceptions/Deviations:

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification should be included in Consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. FEE PROPOSAL AND FORMS

Consultant shall complete and sign the Price Form in its entirety and include a schedule of estimated hours and hourly rates for each task specified.

Consultant shall include on all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges, if applicable, must be shown separately on the Price Form.

D. NON-COLLUSION DECLARATION

Consultant shall complete and sign the Non-Collusion Declaration and Acknowledgment of the City of Corona Agreement on the following pages and submit with proposal. The Non-Collusion Declaration shall be notarized.

E. PROPOSAL CHECKLIST

- ☐ Cover Letter
- ☐ Technical Proposal
- ☐ Experience:
  - Consultant Information Form
  - Consultant Experience Form
  - Inspector and On-site Tester Licensing and/or Certifications
    - Backflow Prevention Assembly Tester by California-Nevada American Water Works Association and the County of Riverside
    - Cross Connection Control Specialist by California-Nevada American Water Works Association
    - Source Control & Industrial Pretreatment Inspector by the California Water Environment Association (CWEA)
- ☐ Price Form
- ☐ Non-Collusion Declaration
- ☐ Acknowledgment of the Terms and Conditions of the City of Corona Professional Services Agreement
- ☐ Acknowledgement of Insurance Requirements Check List
- ☐ Completed Insurance Requirements Check List
- ☐ Sample Insurance Certificate
- ☐ Consultant's Statement of Past Contract Disqualifications
- ☐ Consultant's Safety Record
- ☐ Vendor Performance Evaluation Form Acknowledgment

F. MODIFICATION OF PROPOSALS

Each Contractor shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

PARTY SUBMITTING PROPOSAL: _____

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)

The undersigned declares:

I am the _____ [title] of _____ [proposer], the party making the foregoing bid.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham bid, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____[state].

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
(date) here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 20-003CA.

_____

(Firm Name)

_____

(Print name and title of person signing for firm)

_____

(Signature/Date)

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK LIST

(To be Completed and Submitted with Consultant's Proposal)

Consultants are encouraged to state any exceptions to or deviations from the insurance requirements in this Request for Proposals. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject all proposals as non-responsive based on exceptions or deviations to the insurance requirements.

All applicable insurance requirements to this RFP are identified with a 'YES' under the "Applicable to Vendor" column on the RFP Insurance Requirements Check List.

Consultant acknowledges that we have reviewed the City of Corona Insurance Requirements Check List for RFP 20-003CA and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

_____

_____

_____

_____

_____
(Firm Name)

_____
(Print name and title of person signing for firm)

_____
(Signature/Date)

City of Corona
RFP 20-003CA Insurance Requirements Check List
(To be Completed and Submitted with Consultant's Proposal)

All applicable insurance requirements are identified with a **'YES'** under the "Applicable to Vendor" column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - $1M occurrence/$2M aggregate?			YES
Can your company provide Automobile Liability - $1M?			YES
Can your company provide Workers Compensation and Employer's Liability - $1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - $1M occurrence/$2M aggregate?			YES
Can your company provide Technology Professional Errors and Omissions Liability Insurance - $2M occurrence or $2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of $1 million/$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES

Insurance Endorsements
General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states 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 Contractor, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 **OR**			YES
CG 20 37 **and** one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES

Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) **and** 9 (non-owned)?			YES

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for 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?			YES
Will your company provide 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?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

Use the space below to explain any "**NO**" responses.

CONSULTANT'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Consultant is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any contracts for similar services as detailed in RFP 20-003CA.

1. Have you ever been disqualified from any contract? (circle one) Yes No

2. If yes, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Firm Name)

_____

(Print name and title of person signing for firm)

_____

(Signature/Date)

Vendor Performance Evaluation Form

Department:		**Division:**
Prepared By:	**Title:**	
Vendor Name:		**P.O. #:**
Contract Amount: $	**Change Order Amount: $**	
Project Name:		
Description of Project:		
Date Prepared:		
Performance Evaluation Period: (select one)		
Weekly ◯	**Monthly** ◯	**Quarterly** ◯	**Annually** ◯	**Other** ◯
Vendor Category: (select one)		
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. ◯	Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. ◯	
Products - a supplier of a tangible object that is manufactured or refined for sale. ◯	Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. ◯	
Evaluation Score Range and Criteria Factors		

EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)

1. *Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.*
2. *Quality of Work Performed: A measure to determine if the actual performed met the quality desired.*
3. *Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.*
4. *Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.*

5. *Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.*
6. *Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria	**Evaluation Score**				
1. *Quality of Goods and Services*	5	4	3	2	1
2. *Quality of Work Performed*	5	4	3	2	1
3. *Timeliness of Delivery of Goods*	5	4	3	2	1
4. *Compliance with Law and Regulations*	5	4	3	2	1
5. *Safety and Protection*	5	4	3	2	1
6. *Appropriate of Tools/Technology*	5	4	3	2	1
7. *Customer Service*	5	4	3	2	1
8. *Overall Timeliness of Invoices*	5	4	3	2	1
9. *Overall accuracy of Invoices*	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE	4.89
OVERALL EVALUATION RATING	EXCELLENT

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

_____

(Firm name)

_____

(Print name and title of person signing for firm)

_____

(Signature/date)

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Consultant's Proposal)

Number of Serious OSHA Violations within the last two (2) years and the number of Willful OSHA Violations within the last five (5) years (must state zero if none):

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass _____ Total

_____
Firm Name (Print)

_____
Signature

_____
Name and Title (Print)

_____
Date

CONSULTANT INFORMATION FORM

A. Information about Consultant

[***Indicate not applicable ("N/A") where appropriate.***]

NOTE: Where Consultant is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Consultant: _____

2.0 Type, if Entity: _____

3.0 Consultant Address: _____

_____

_____

_____

Email Address Telephone Number

4.0 How many years has Consultant's organization been in business performing the services requested in this RFP? _____

5.0 How many years has Consultant's organization been in business under its present name? _____

6.1 Under what other or former names has Consulant's organization operated?_____

6.0 If Consultant's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Consultant's organization is legally qualified to do business.

_____

_____

_____

10.0 What type of work does the Consultant normally perform with its own forces?

_____

_____

11.0 Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

17.0 Name of Bonding Company and Name and Address of Agent:

_____

B. <u>Additional Consultant Statement</u>:

If the consultant feels there is additional information which has not been included in the questionnaire above and would contribute to the qualification review, please include the information here or on an attached sheet, appropriately marked.

_____

_____

_____

_____

_____

_____

C. <u>Verification and Execution</u>:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct.

Consultant's Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTANT EXPERIENCE

Consultant is required to have successfully performed three (3) Regulatory Compliance Services contracts with a minimum value of $500,000 or greater within the last five (5) years and submit references for the contracts.

1. Agency Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Email Address _____
   Dates of Project _____ to _____
   Value of Project _____

2. Agency Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Email Address _____
   Email Address _____
   Dates of Project _____ to _____
   Value of Project _____

3. Agency Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Email Address _____
   Dates of Project _____ to _____
   Value of Project _____

4. Agency Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Dates of Project _____ to _____
   Value of Project _____

5. Agency Name _____
Address _____
_____
Phone Number _____
Contact Person _____
Email Address _____
Dates of Project _____to_____
Value of Project _____

I hereby certify that I have performed the work listed above.

_____
Signature of Consultant

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: **RFP No. 20-003CA**

DESCRIPTION OF WORK: **Regulatory Compliance Services**

CONSULTANT'S NAME/ADDRESS:

_____

_____

_____

_____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

_____

Please complete the rate schedule below and upload this Price Form in its entirety into the PlanetBids electronic bidding system. Extended price shall include all labor costs including overhead and direct costs required to complete the Services. Consultant's rates and costs shall be effective through June 30, 2021.

Backflow Prevention (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Initial Backflow Device Testing			
Follow up Device Testing			
Program Administration			
Program Management			

Cross Connection (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Site Surveys			
Shutdown Testing			
Reclaimed Water Permitting			
Annual Inspections			
Program Administration			
Program Management			

Reclaimed Water Conversions (Quote PER Conversion)

Task	Estimated Annual Hours	Hourly Rate	Total
Initial Project Review			
Determine Retrofit Equipment Needs			
Initial Shutdown Test			
Initial Permitting of Reclaimed Water User			
Program Administration			
Program Management			

Source Control and Industrial Pretreatment (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Inspections and Monitoring			
Permitting			
Regulatory Reporting			
Industrial Compliance			
Plan Check			
Program Administration			
Program Management			

Hazardous Materials Inspection (Quote PER Inspection)

Task	Estimated Hours	Hourly Rate	Total
Survey and Conduct Initial Site Inspection			
Follow Up Inspection			
Program Management			

Please confirm your firm's ability to meet the operating hours and afterhours response time of two (2) hours. Yes / No

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

_____

_____

_____

_____

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

_____

_____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No. (circle one)

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

_____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

_____

_____

PHONE: _____ EMAIL: _____

SECTION VII.

FORM OF AGREEMENT

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(REGULATORY COMPLIANCE SERVICES – REGULATORY COMPLIANCE SERVICES PROJECT)

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] ("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 [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] ("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 **Regulatory Compliance 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 **Regulatory Compliance Services Project, RFP 20-003CA,** ("Project") as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

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 **Regulatory Compliance** 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 [***INSERT START DATE***] to [***INSERT ENDING DATE***] ("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: [***INSERT NAMES***].

3.2.5 City's Representative. The City hereby designates **Tom Moody, General Manager,** or his 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 [***INSERT NAME OR TITLE***], 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 Services provided by the Consultant under this Agreement. If the City determines that a payment bond is required for the Services 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 [***INSERT WRITTEN DOLLAR AMOUNT***] ($[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("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 Services are 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:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, General Manager
Department of Water & Power

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.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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 [*INSERT NAME***]**
(REGULATORY COMPLIANCE SERVICES – REGULATORY COMPLIANCE SERVICES PROJECT)

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

CITY OF CORONA

By: _____
Tom Moody
General Manager

Reviewed By:

_____
Katie Hockett
Assistant General Manager

Reviewed By:

_____
Cita Longsworth
Purchasing Manager

Attest:

_____
Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(REGULATORY COMPLIANCE SERVICES – REGULATORY COMPLIANCE SERVICES PROJECT)

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

[*INSERT NAME OF CONSULTANT***]**
a [***INSERT TYPE OF LEGAL ENTITY***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

EXHIBIT "A"
SCOPE OF SERVICES

[*INSERT SCOPE***]**

EXHIBIT "B"
SCHEDULE OF SERVICES

[*INSERT SCHEDULE***]**

EXHIBIT "C"
COMPENSATION

[*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**

8/8/2019

Ms. Katie Hockett, Assistant General Manager
City of Corona Department of Water & Power
755 Public Safety Way
Corona, CA 92880

SUBJECT: LETTER OF TRANSMITTAL -PROPOSAL TO PROVIDE REGULATORY COMPLIANE SERVICES

Dear Ms. Hockett:

The attached proposal is in response to the City of Corona's Request for Proposal Number RFP No. 20-003CA (RFP), dated July 26, 2019. G&G Environmental Compliance, Inc. (G&G) acknowledges receipt of said RFP and all RFP addenda. G&G has been providing the program tasks detailed in the RFP for the past 6+ years in the City of Corona (City) and has a strong team of seasoned staff members to continue assisting the City with the wide range of regulatory compliance services described in the RFP. Our staff and managers have all the required certifications including but not limited to Riverside County Backflow Testers; AWWA Certified Backflow Testers; AWWA Certified Cross-Connection Specialists , CWEA Environmental Compliance Inspectors and knowledgeable administrative support staff with many years of experience in all aspects of the Regulatory Compliance Services associated with the Program areas described in the RFP. Our team is currently providing these essential compliance services for the City and our familiarity with the City's infrastructure, policies and procedures, and priorities ensures no disruption of critical regulatory compliance support services as the City prepares for a new FY of operational challenges. Our team consists of experienced professionals in all areas described in the RFP, many of which have performed the services described in the RFP for more than 5 years under the prior contract with the City.

Our previous experience assisting the City of Corona in this Program will be a tremendous benefit in maintaining the momentum and progress that has been accomplished to date. G&G staff and management have the necessary skills and qualifications to provide technical and administrative supports services for the City that foster a team concept that values regulatory requirements, customer service, and the sustainability of water resources provided by the City. As a regulatory compliance company, G&G prides itself in our safety record and adherence to all safety policies and procedures. G&G shares the City of Corona's priority to safety-first and conducts monthly safety tailgates in addition to regularly scheduled training to maintain a safe work environment for our staff and those we work with.

G&G has been providing water and wastewater regulatory support services in the Inland Empire area for more than 18 years and continues to expand the scope of our services. The following are just a few of the ways that G&G will add value to the City's existing Regulatory Programs described in the RFP:

- **Trusted Partner** that knows the City's Regulatory Program requirements and goals;
- **Unparalleled Experience** in a wide range of City and Municipal agency regulatory programs including those described in the RFP Scope of work;
- **Safety-First Approach** in all aspects of the work we perform;
- **Innovative and Streamlined Approach** that combines existing knowledge of the programs, the City infrastructure, City staff and management and City policies and practices; and
- **Program Manager** that has directed Program activities of this nature both as a public agency employee and as a consultant for over 25 years.

On behalf of G&G, I am pleased to provide our proposal. Our firm has the qualified staff in all program areas which allows G&G to maximize the use of resources across multiple regulatory programs to provide the best value for the City regarding the regulatory support services being requested. Any questions or comments regarding the attached proposal that may arise during the evaluation period should be directed to:

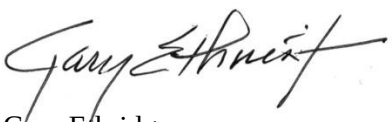
Gary Ethridge, President G&G
5053 La Mart Drive Suite 203
Riverside, CA 92507

Telephones: Work (951) 683-3538
Cellphone (951) 858-1542

The attached proposal shall remain valid for a period of 90 days from the date of the submittal. If you have any questions or would like to discuss any aspect of our proposal further, please contact me at (951) 858-1542. You can also email me at ge@ggcorp.net.

Sincerely,

G&G Environmental Compliance, Inc.



Gary Ethridge
President / CEO

cc: Gary DeFrese, G&G

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Qualifications, Related Experience & References

Company Background

G&G Environmental Compliance, Inc. (G&G) is an environmental science and regulatory compliance Management Company that has been providing regulatory compliance services to public and private sector clients since 2002. G&G is an S-Corporation and designated small business entity whose primary business focus is water and wastewater compliance regulatory program management.

G&G Brings Corona Knowledgeable and Experienced Resources to the following programs

- Over four decades of municipal and industrial experience
- Pretreatment (Source Control) Program Development and Management
- Cross-Connection Control & Reclaimed Water Program Development & Management.
- Backflow Prevention Program Development & Management including Device Testing
- Hazardous Material Business Plan Inspection Program
- Knowledge of Corona's Regulatory Programs

G&G staffing levels range from 12-15 employees depending upon the number of programs and/or projects we support. G&G also employs sub-contractors as necessary to supplement staffing levels and requires certifications and insurances as determined by language in the primary contract between G&G and our clients. G&G also has extensive experience in managing reclaimed water retrofit programs; Hazardous Material Business Plan Inspections, Source Control(Pretreatment) Program (PTP) Management; and Backflow & Cross-Connection Control Program requirements.

G&G has continued to maintain continuous growth during the 17 plus years since incorporating and maintains stability through advanced planning and a carefully developed business plan that blends programs and projects in a manner that has enhanced the company's sustainability even during slow economic times nationwide. There are currently no pending or anticipated

conditions that would impede our ability to obligate the required resources for the full term of the project. Senior staff and management at G&G have a unique blend of knowledge in city and municipal agency programs combined with specific expertise in state, local, and federal environmental & regulatory compliance requirements.

G&G manages and implements several Inland Empire Pretreatment Programs (PTPs) and continues to expand program scopes to include stormwater, backflow prevention, and the development of Best Management Practices.

Most of G&G's business over the past 17 years has been in developing, managing, and implementing regulatory programs for City and Municipal Agencies. G&G understands the need for effective responses to client needs and the cooperative efforts between all parties to ensure a seamless effort enhanced by good communications and timely deliverables.

The Executive Officers of G&G (Mr. Ethridge and Mr. DeFrese) have over 25 years of experience in the wastewater and reclaimed water business. Both managers are very familiar with the City of Corona's programs and have worked in a variety of regulatory programs both as a municipal employee and as a consultant.

Proposed Staffing & Project Organization

G&G will use a combination of G&G staff and sub-contractors as needed to ensure adequate staff levels are maintained throughout the contract period. The proposed team is essentially the same team that is currently performing the work for the City. Our staff is required to maintain certifications, and several are in the process of renewing current certifications or acquiring new certifications to improve their overall utility and responsiveness to the emerging tasks described in the RFP. G&G is aware of the growth that is occurring within the City that will add new challenges and additional workload in the backflow prevention and cross connection programs and anticipate staffing additions at some point during the contract to continue timely responses to emerging workloads. G&G employs team members of varying

certifications and skill levels which better facilitates responses with the appropriate skill level to handle the job.

Our team is led by Mr. Gary Ethridge who has directed programs and projects in the water and wastewater field for over 25 years. He currently serves as the Program Manager for all G&G implemented regulatory programs for the City of Corona. His strong background in public agency programs involving the treatment of wastewater, beneficial use of treated wastewater (reclaimed water), protection of the public water supply, and all associated regulatory requirements associated with these programs was first developed during his position as Director of Environmental & Regulatory Compliance Department for Eastern Municipal Water District. He will provide program management for all five programs and utilize Mr. Gary DeFrese as the Technical Lead for the Industrial Source Control and Hazardous Waste Programs and Mr. Sean Harrison as the Technical Lead for the Backflow Prevention, Cross-Connection Control and the Reclaimed Water Conversion Programs.

Mr. Ethridge has experience in managing the regulatory aspects of each of the five programs described in the RFP. He has held a CWEA Grade IV ECI certification since 1995. He has been instrumental in the continued improvements of each of these programs during the past 8-years in the City of Corona. His familiarity with the City's Regulatory Programs, operating procedures and practices has allowed each program to become more streamlined and efficient. He has over 25- years of experience in wastewater programs. His extensive PTP experience, Backflow Program and Reclaimed Water Program Management and holds a master's degree in Environmental Management.

Our team is organized to take advantage of the strengths of our expert staff, while keeping the structure streamlined to maintain efficiency, quality, and accountability. G&G is a small business located in Riverside, so we are very accessible and have already established great working relationships with the City of Corona staff and Management.

The organizational structure of the project team is shown in Figure 1.

PROPOSED REGULATORY SUPPORT SERVICES ORGANZIATIONAL CHART

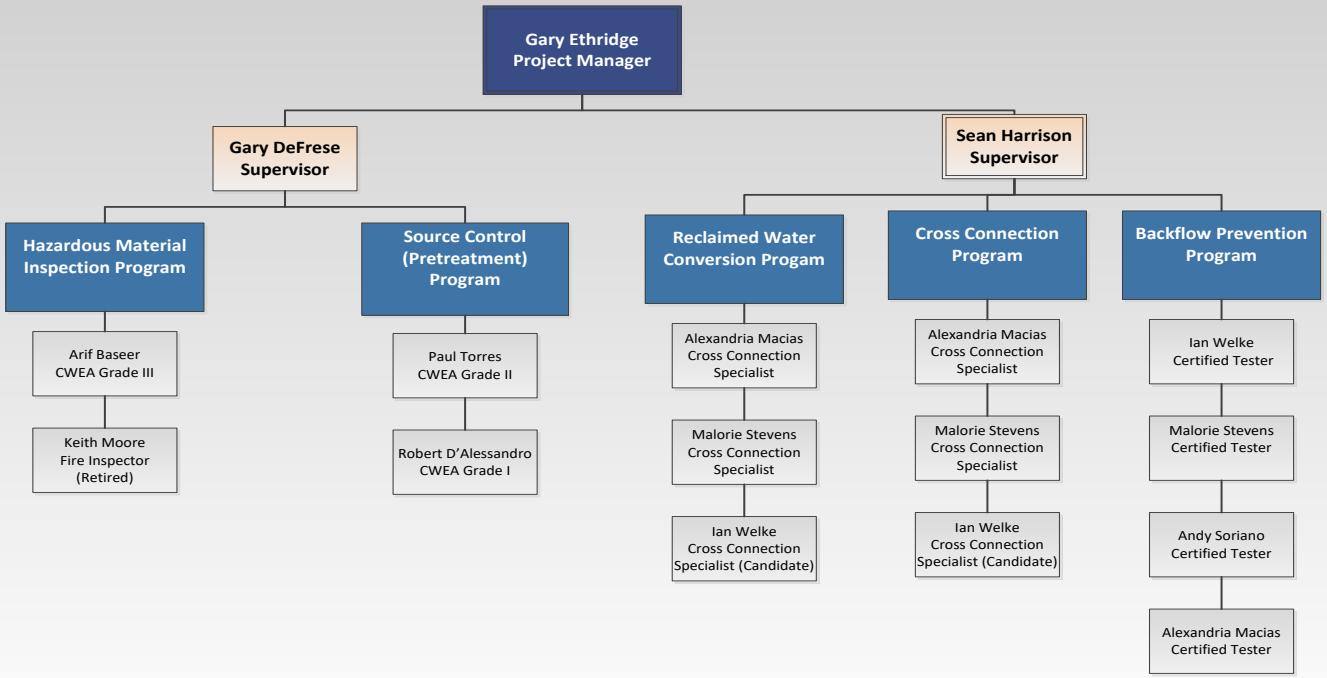


Figure 1 – Organization Chart

Key Project Staff

The following table outlines the qualifications and credentials of each of our team's key personnel. It also provides some insight into the value each person adds to the Regulatory Support Services described in this proposal. Complete resumes are included in Appendix A. All identified key personnel will be available for the duration of the project and shall not be removed or replaced without written concurrence of the City.

Mr. Gary Ethridge will serve as the Program Manager under this contract and will be the primary contact between G&G and the City regarding deliverables, budget, timeliness of work products, quality issues, etc. The other Key Project Staff members include Gary DeFrese, Sean Harrison, and Arif Baseer who supervise the various work groups within each individual program.

Key Staff	Qualifications	Value to Corona DWP
 **Gary Ethridge, MSEM** **Program Manager** **Education** M.S., Environmental Management, Chadwick University B.S., Environmental Science, University of California Riverside **Professional Certificates** CWEA Grade IV ECI Project and Program Management	➢ Over 25 years of experience in industrial wastewater pretreatment program and regulatory compliance field ➢ Former Director of Environmental & Regulatory Compliance for EMWD ➢ Over 25 years Regulatory Program Management experience ➢ Developed Reclaimed Water Program – EMWD ➢ Directed Cross-Connection & Backflow Prevention Programs – EMWD (1995-2001) ➢ Project Manager for Regulatory Compliance Programs identified in the RFP – City of Corona (2011-2019)	➢ Extensive experience with Regulatory Compliance Support for all RFP listed Programs in the City ➢ Strong background in City and Municipal Regulatory Programs ➢ Developed Best Management Practices Manual for the Use of Reclaimed Water – EMWD ➢ Strong background in Federal Regulations for Water, Reclaimed Water & Wastewater Programs ➢ Well respected in the regulatory community with excellent working relationships with Regional Board, County Health staff and EPA.

Key Staff	Qualifications	Value to Corona DWP
 **Gary DeFrese** **Program Technical Lead** **Professional Certification** CWEA Grade IV Environmental Compliance Inspector	➢ Over 35 years of experience in the water and wastewater field ➢ Over 28 years of experience in the area of regulatory compliance and pretreatment, building, developing local limits, organizing and implementing pretreatment programs ➢ Good knowledge of Hardous Material & Storm Water Programs ➢ Good knowledge of Recycled Water Programs ➢ Contracted Regulatory Compliance Manager for City of Corona	➢ Extensive experience working with regulated Industrial users located in the City of Corona. ➢ Experience managing a PTP with multiple POTWs ➢ Strong background in Municipal Recycled Water Programs ➢ Previous management and supervision of water & wastewater regulatory programs for the City of Riverside. ➢ Strong background in regulatory programs in the water, reclaimed water, and wastewater fields. ➢ Excellent working relationships with Regional Board staff and EPA.
Key Staff	**Qualifications**	**Value to Corona DWP**
 **Sean Harrison** Cross Connection & Backflow Program Lead **Education** **Bachelor of Arts in Business Administration**	➢ AWWA Backflow Tester and Certified Cross Connection Specialist ➢ Advanced knowledge in plumbing and irrigation systems ➢ C-36 and C-26 Contractor's License with experience in plumbing and general construction ➢ Ability to accurately identify plumbing systems and fixtures ➢ Ability to identify problems and formulate effective solutions	➢ Ability to perform Cross-Connection Shut-Down Tests at single and dual use sites ➢ Ability to review plans for reclaimed water conversions ➢ Excellent working relationships with CDWP customers ➢ Very knowledgeable with the backflow and cross-connection infrastructure in Corona. ➢ Excellent knowledge of the backflow prevention &

Key Staff	Qualifications	Value to Corona DWP
 **Arif Baseer** **CWEA Grade III Environmental Compliance Inspector** **Education** B.S., Environmental Science, University of California California State University – San Bernardino **Professional Certification** C-36, C-27 State Contractors License	➢ Cetified Environmental Compliance Inspector – CWEA Grade III ➢ 1st Responder Training ➢ Four Years experience with the Corona Hazaradous Material Progam Inspection and Soure Control Programs	➢ Extensive experience working with the commercial users located in the City of Corona over the past four years while performing Hazardous Material Business Plan Inspections. ➢ Experienced and knowledgeable of the City of Corona DWP and Fire Department policies and procedures ➢ Great working knowledge of the City's regulatory programs.

Key Staff	Qualifications	Value to Corona DWP
		cross-connection program requirements in Corona

Work Plans

G&G understands the scope of work as stated in RFP No. 20-003CA (RFP) to provide administrative, technical, and professional regulatory compliance services for the five (5) Programs identified in the RFP. The proposal provides a summarized breakdown of the work plan for each of the five separate regulatory programs included in the RFP (specifically, the following Programs):

- Backflow Prevention
- Cross-Connection Control
- Reclaimed Water Conversions
- Source Control and Industrial Pretreatment
- Hazardous Material Inspections

Backflow Prevention Program – Work Plan

The following sections provide a plan for performing all required tasks in the Backflow Prevention Program area. The G&G team is comprised of technical and professional staff at various skill levels that will allow for the delegation of work to the most appropriate skill level to maximize the use of resources and to provide the City with regulatory support services that assure the most value for the City and their customers.

- G&G will utilize our experience with the scheduling program and sound knowledge of the City streets and infrastructure to enhance productivity by routing the testers in a manner that maximizes effort while minimizing non-productive travel times.
- G&G's advanced knowledge and experience using the BackTrack Software, field tablets, and data transfer system will enhance the accuracy of data used by the City.
- G&G staff will discuss customer issues and or conflicts with the City management to ensure sound communication and resolution of issues that ensures quick resolution and always maintains excellent customer service .

- The field testers will contact the customer and perform the backflow certification test and confirm accuracy of all backflow information.
- A QA/QC program will be utilized to determine our own internal testing protocol and proficiency as well as to monitor the effectiveness of any repairs made by independent contractors.
- All new information will be communicated with the City of Corona's billing utility service by the administrative assistant to improve the consistency of information between the operational program and the billing program.
- The backflow testers and a cross-connection control specialist will conduct field surveys in order to maintain backflow protection of CDWP's potable supply line.
- All required certifications will be maintained current
- All required gauge calibrations will be performed as required or as needed to ensure accuracy of testing.

The following Level of Effort Table breaks down the utilization of skills levels and effort at each level in performing the tasks identified above. Please note that the hours shown are annual hours.

		LEVEL OF EFFORT, HOURS							
	BACKFLOW PREVENTION PROGRAM								TOTAL
NO.	DESCRIPTION	PM	Empire	BFT I	Admin	Lead	CCS	BFT II	LABOR
BF1	**Initial Backflow Testing**								
1.1	Routine Annual Testing			390		50	160	420	1,020
1.2	Contracted Testing (Empire Backflow)		1,400						1,400
1.3	Audits - Quality Assurance Review		90	70		70	190	58	478
1.4	Miscellaneous Survey Tasks			56		23	60	50	189
	Subtotal 1	**0**	**1,490**	**516**	**0**	**143**	**410**	**528**	**3,087**
BF2	**Follow-up Backflow Device Testing**								
2.1	1st Follow-up Test		100	184		69	130	130	613
2.2	2nd Follow-up Test		20	46		92	50	50	258
2.3	Quality Assurance Review		15			52			67
	Subtotal 2	**0**	**135**	**230**	**0**	**213**	**180**	**180**	**938**
BF3	**Program Administration**								
3.1	Scheduling & Notifications				460			46	506
3.2	Data Entry				288			46	334
3.3	Telephone Work				69			10	79
3.4	Administative Support (filing, correspondence, etc.)				138			10	148
	Subtotal 3	**0**	**0**	**0**	**955**	**0**	**0**	**112**	**1,067**
BF4	**Program Management**								
4.1	Quality Control - Auditing	58				25			83
4.2	Scheduling & Budgeting	30							30
4.3	Monthly Status Reporting	25							25
4.4	Meetings	25				40			65
	Subtotal 4	**138**	**0**	**0**	**0**	**65**	**0**	**0**	**203**
Totals		**138**	**1,625**	**746**	**955**	**421**	**590**	**820**	**5,294**

Cross-Connection Program – Work Plan

The following sections provide a plan for performing all required tasks in each program area. The G&G team is comprised of technical and professional staff at various skill levels that will allow for the delegation of work in each program area to the most appropriate skill level to maximize the use of resources and to provide the City with regulatory support services that assure the most value for the City and their customers.

G&G will utilize AWWA certified Cross-Connection Specialists to conduct initial and periodic shutdown tests in accordance with all established protocols. The Cross-Connection Control Specialists will also be utilized to identify, report, and correct any identified actual or potential cross-connections situations. The following duties will be performed in accordance with established schedules and reported daily, input into the database and/or spreadsheet used to ensure proper scheduling and tracking of activities. All activities will also be summarized each monthly in a status report that will accompany the invoice for services.

- An inspector will evaluate the permits annually and any changes to the permit will be sent for approval to CDWP.
- Annual inspections will be conducted according to a set monthly schedule by G&G staff. Schools and dual plumbed sites inspections will be conducted by a cross-connection control specialist.
- A cross-connection control specialist will develop the 4-year protocols and perform the cross-connection test with approval from CDWP and SWRCB.
- A cross-connection final report will be written and developed by the cross-connection control specialist according to the standards set forth by CDWP and SWRCB.
- All testing will be documented on an approved testing form that identifies the protocol used and the findings and to substantiate the recorded (data logger) information that was obtained during the testing.
- Scheduling of shutdown tests will attempt to minimize weekend and overtime hours wherever possible with the final determination based upon customer service and time(s) identified that maximize the potential for successful completion of the test (i.e., reduce the impacts of interfering activities, etc.).
- The administrative assistant will develop and maintain the permits for reclaimed water customers.
- Scanning of historical file data will be performed to retain useful information without requiring excessive hard copy file storage.
- The administrative assistant will maintain accurate electronic media files for all reclaimed water customer issues including but not limited to: site survey findings; permit information; shutdown-testing results; and history of compliance.
- As they occur, all activities will be entered into backtrack by the G&G staff within three (3) business days of the completed activity.

  The work plan detailed above, and the tasks associated with the implementation will be assigned to our resources as indicated in the following Table.

CROSS CONNECTION PROGRAM	LEVEL OF EFFORT, HOURS						TOTAL
DESCRIPTION	PM	Admin	Lead	CCS I	BFT I	CCS II	LABOR
Site Survey							
Site Survey and Data Collection			100	198	88	188	574
Preparing maps			38	99	44	113	293
QA/QC							0
Subtotal 1	**0**	**0**	**138**	**297**	**132**	**300**	**867**
Shut-Down Testing							
Developing Shut-Down Test Protocol			250	125			375
4 year Shut-Down Testing			438	125	250		813
Draft & Final Report Preparation			125	125			250
QA/QC							0
Subtotal 2	**0**	**0**	**813**	**375**	**250**	**0**	**1,438**
Reclaimed Water User Permitting							
Application Processing		100					100
Permit Development		75	100				175
Subtotal 3	**0**	**175**	**100**	**0**	**0**	**0**	**275**
Annual Inspections							
Site Inspection and Data Collection				125	250	220	595
Compliance Related Tasks				110	33	63	206
Follow-up Inspections to verify Corrections Made				100	33	63	196
Meetings			50				50
Subtotal 4	**0**	**0**	**50**	**335**	**316**	**345**	**1,046**
Program Administration							
Scheduling & Notifications		60					60
Data Entry		80				46	126
Telephone work						12	12
Collecting Quarterly Reports (certifications, etc.)		30					30
Administrative Support (filing, correspondence, etc.)		40				**40**	80
Subtotal 5	**0**	**210**	**0**	**0**	**0**	**98**	**308**
Program Management							
Quality Control - Auditing	46	15					61
Scheduling & Budgeting	41						41
Monthly Status Reporting	28	15	15				58
Meetings	28	15	30				73
Subtotal 6	**143**	**45**	**45**	**0**	**0**	**0**	**233**
HOURS	**143**	**430**	**1,145**	**1,007**	**698**	**743**	**4,165**

Reclaimed Water Conversion Program – Work Plan

The following sections provide our work plan for completing the Reclaimed Water Conversion Program tasks. Many of our team members are proficient in different program areas identified in the RFP which enhances the availability of resources at any given time to respond to emergent issues.

Initial Project Review

- Review Reclaimed Water User Application
- Arrange and conduct the initial site survey (and any required follow-ups)
- Coordination of activities with SWRCB departments

Determining Retro-Fit Equipment Needs

- Develop initial list of materials
- Coordinate identified needs with SWRCB
- Preparing draft retrofit plan, tie-in plan, etc.
- Finalize plans after consulting with City and contractor
- Conduct site inspection to verify proper installation in accordance with the plans
- Meetings to discuss progress, issues, etc.

Initial Shut-Down Test

- Develop test protocol
- Scheduling and coordination of testing with customer
- Coordination of progress and schedules with the City DWP and SWRCB
- Perform Initial shut-down test
- Analyze test information
- Prepare necessary reports
- Perform follow-up testing as indicated by results

Issue Reclaimed Water User Permit

- Review and process application
- Prepare draft permit
- Coordination of information with CDWP and SWRCB
- Finalize Permit
- Site Inspection to verify Tie-In
- Complete tie-in report and submit to CDWP and SWRCB

Any requirements necessary to convert to reclaimed water will be identified by a cross-connection control specialist and submitted to the customer and CDWP. Any requested timeline or cost estimate to convert to reclaimed water will be developed by a cross-connection control specialist and submitted to CDWP and the customer. Communication of retro-fit plans, tie-in plans, and shut-down testing to CDWP and SWRCB will be done by a cross-connection control specialist. A cross-connection control specialist will develop all required reports and submit all reports to CDWP for approval before submitting the reports to SWRCB. Permitting the new reclaimed water sites will be reviewed by the cross-connection control specialists and prepared by the administrative assistant. Permit is then internally reviewed by G&G before submittal to Corona DWP for final approval and signature.

All information collected during the conversion process up through and including the permitting process are organized into the permit file and maintained in accordance with City policies. The Backtrack database is also updated to reflect the new reclaimed water customer.

A report will be submitted that includes a spreadsheet and narrative description of the progress and status of the conversion in the Monthly Status Report.

The following table identifies how the resources will be used in accomplishing the tasks identified above.

		LEVEL OF EFFORT, HOURS										
	RECLAIMED WATER CONVERSIONS	Regular Hours						Overtime Hours				TOTAL
NO.	DESCRIPTION	PM	CCS I	CCS II	BFT	Admin	Lead	CCS I	CCS II	BFT	Lead	LABOR
RWC1	**Initital Project Review**											
1.1	Review Application		10	15			25					50
1.2	Arrange & Conduct Initial Site Survey		20	20	10		25					75
1.3	Follow-up Surveys		30	30	20		70					150
1.4	Coordination with CDWP Depts (Water, Cust. Svc., Construction, e		5	8	5		25					43
	Subtotal 1	**0**	**65**	**73**	**35**	**0**	**145**	**0**	**0**	**0**	**0**	**318**
RWC2	**Determining Retro-Fit Equipment Needs**											
2.1	Develop Initial List of Materials		5	12			22					39
2.2	Coordination with CDWP Depts (Water, Cust. Svc., Construction, e		5	8			7					20
2.3	Preparing draft retro-fit plans, tie-in plans, etc.		10	10			20					40
2.4	Finalize plans prepared in item 2.3		2				4					6
2.5	Conduct Site Inspection to verify proper installation		5	8			12					25
2.6	Meetings	4	2	5			20					31
	Subtotal 2	**4**	**29**	**43**	**0**	**0**	**85**	**0**	**0**	**0**	**0**	**161**
RWC3	**Initial Shut-down Test**											
3.1	Develop Test Protocol		5	5			24					34
3.2	Scheduling of Testing			1			5					6
3.3	Coordination of information with City and CDPH			5			15					20
3.4	Perform Initial Shutdown Test		8	8			70	20	20	20	20	166
3.5	Analyzing Test Information		2	3			10					15
3.6	Preparing Final Report		5	5			40	6	6	6	6	74
3.7	Follow-up Testing as Needed			5			20					25
	Subtotal 3	**0**	**20**	**32**	**0**	**0**	**184**	**26**	**26**	**26**	**26**	**340**
RWC4	**Initial Permitting of Reclaimed Water User**											
4.1	Review & Process Permit Application						10					10
4.2	Prepare Draft Permit					10	5					15
4.3	Coordination of information with City and CDPH			7		6						13
4.4	Finalize Permit					6	5					11
4.5	Inspect Tie-In						20					20
4.6	Complete Tie-In Report & Submit to CDWP & CDPH						15					15
	Subtotal 4	**0**	**0**	**7**	**0**	**22**	**55**	**0**	**0**	**0**	**0**	**84**
TOTALS		**4**	**114**	**155**	**35**	**22**	**469**	**26**	**26**	**26**	**26**	**903**

Source Control (Industrial Pretreatment) Program – Work Plan

The work plan that follows is organized into the essential program areas (Inspection, Monitoring, Permitting, Enforcement, and Administration. Also included are statements related to the coordination of these key tasks with City personnel and management, appropriate regulatory agencies, and the Industrial and Commercial Users.

Inspections & Monitoring:

- All permitted users, significant, non-significant and commercial industrial users will be inspected in accordance with the type and significance of their discharge, (Commercial Users), restaurants and automotive facilities will be inspected as often as needed to prevent any possible sanitary sewer overflows due to excessive oil and grease in the sanitary sewer system from them types of facilities.
- Conduct site inspections for permit renewal process; perform follow-up inspections as needed due to process changes and/or violations.
- Conduct annual sampling and inspections to determine compliance as required by pretreatment regulations using approved sampling and preservation procedure as outlined in 40 CFR 136.
- Surveillance monitoring will be performed as needed to monitor any industrial users that are suspected of causing any adverse impact on the City's POTW. Surveillance monitoring will also be conducted downstream of any industrial user that may be on a compliance schedule to install pretreatment equipment due to past violations.
- Self-monitoring reports will be reviewed for proper documentation including certifications, chain of custody, proper sampling and analysis procedures and proper analytical method used as outlined in 40 CFR 136.

Permitting:

- Permitted Industrial User files will be reviewed on a continuous basis and evaluated for proper category, up to date with compliance in accordance with their permit and any new regulations that may have been approved by the EPA. Permits will be revised as needed.
- Permits are generally written for 1-3 years in duration. This is determined by the IU designation (permit classification) and the processes that are being permitted as well as the potential for changes to occur during the permit period. No permit may be issued for a period longer than 5 years.

Enforcement:

- All violations will be immediately followed up on using the City's procedure outlined in their Enforcement Response Plan (ERP). All violations will be evaluated on a case by case basis to determine the significance and any possible POTW, environment and/or city worker impact.
- The goal is to resolve and eliminate violations at the lowest level of enforcement as described in the ERP.
- All enforcement actions are documented and placed in the file (both electronically and hard copy) to establish compliance history.
- Enforcement actions will be reported and communicated to designated City management to ensure feedback and input from the City prior to commencing with punitive type enforcement such as fines, non-compliance fees, or permit suspensions, etc.

Administration:

Administration of the Program includes the day to day activities of documenting, filing, telephone calls, preparing reports, review of program documents (i.e., Ordinances, ERP, local limits, interjurisdictional agreements, etc.) and any necessary coordination of activities. Some of those activities are described below.

- All required reports, quarterly and annual will be prepared using data acquired and put into the City's data management pretreatment Linko program and forwarded to City's staff for review and approval.
- Each quarter industrial users will be evaluated for compliance, industrial users determined to be in significant non-compliance (SNC) will receive a letter after the annual report is prepared.
- All industrial data and activities performed, including copies of permits, sampling and analysis reports, inspection reports, phone events, sampling events, surcharge calculations, invoices, request for billing, surcharge calculations, letters, violation notices, follow up inspections and etc. will be kept in the City's Pretreatment Linko program any documentation for each event will also be linked to that event. All files

will be kept organized and electronically. Paper file will be disposed in a proper manner.

- City's local limits will be reviewed and evaluated on a continuous basis and the weighted averages of Sodium, Sulfate, Chloride, Hardness, Boron, Fluoride and TDS will be evaluated annually to determine the levels in the City's water supply.
- Any significant change in level will cause the local limit for that constituent to be changed. All industrial users will be notified of the change or changes and the effective date. Any headwork loading for any constituent at City's Water Reclamations Facilities that could cause any possible NPDES permit issues will be evaluated and a new local limit will be calculated.
- A report will be prepared for City staff to review and approve.
- Documentation will be sent to the RWQCB informing them of any local limit proposed changes, after their approval G&G will move forward, prepare new local limits, revise ordinances and local limit resolution for City staff review, approval and submittal to City attorney and City Council for approval at a public meeting as required.
- A monthly report will be provided to City staff updating them on the status of the pretreatment program and the current and projected budget. G&G staff will meet as needed with the City management to keep the City informed of the status of the program, industrial user violations and any other important issues.

All G&G inspectors working on technical aspects of the City's pretreatment program will be certified according to the duties they are performing, all decisions, supervision and management will be performed by a Grade 4 Environmental Compliance Inspector.

In the event of an EPA Pretreatment Compliance Inspection or Audit G&G staff will assist the City staff with any and all technical aspects of the inspection and reporting requirements that may be required by State and/or EPA.

G&G staff is always committed to work with City's industrial users in a professional manner and assist them in a manner to achieve compliance with the least impact.

The following Table indicates the adequacy and utilization of G&G resources in accomplishing the tasks necessary to successfully implement the Source Control & Industrial Pretreatment Program for the City's DWP.

		LEVEL OF EFFORT, HOURS					
	INDUSTRIAL PRETREATMENT PROGRAM						TOTAL
NO.	DESCRIPTION	PM	Trainee	Admin	Senior	INSP II	LABOR
	Client Billing Rates	$110	$45	$60	$95	$72	
PTP1	PTP Inspection & Monitoring						
1.1	Level I-II Inspections		600			400	1,000
1.2	Level III-IV Inspections				220		220
1.3	Quality Assurance Review	80			50	30	160
							0
	Subtotal 1	**80**	**600**	**0**	**270**	**430**	**1,380**
PTP2	Permitting						
2.1	Pre-permitting Inspections				70	70	140
2.2	Permit Development			80	75	70	225
2.3	Quality Assurance Review	40			10	10	60
	Subtotal 2	**40**	**0**	**80**	**155**	**150**	**425**
PTP3	Regulatory Reporting						
3.1	Quarterly Reports				40	10	50
3.2	Annual Reports				25	10	35
3.3	PCI & PCA Response	3			25	10	38
3.4	Draft Plan						0
3.5	Final Plan						0
	Subtotal 3	**3**	**0**	**0**	**90**	**30**	**123**
PTP4	Industrial Compliance						
4.1	Routine Compliance (NOV or less)			40	200	300	540
4.2	Administative Orders	10		8	60	10	88
4.3	Cease & Desist				10		10
4.4	Surveillance Activities				30	50	80
4.5	Other Legal Remedies (court, show cause, etc.)				30		30
	Subtotal 4	**10**	**0**	**48**	**330**	**360**	**748**
PTP5	Plan Check						
5.1	Blueprint and Survey review				30	60	90
5.2	On-site inspection				60	80	140
	Subtotal 5	**0**	**0**	**0**	**90**	**140**	**230**
PTP6	Program Administration						
6.1	Program Management	120			200		320
6.2	Administrative Duties			300			300
	Subtotal 6	**120**	**0**	**300**	**200**	**0**	**620**
SUBTOTAL PROPOSED, hours		**253**	**600**	**428**	**1,135**	**1,110**	**3,526**

Hazardous Materials Inspections Program – Work Plan

The following plan itemizes the sequence of events and the methodology that will be used to ensure accuracy and completeness in the performance of the inspections, documentation, compliance, and reporting features of the program.

Identifying Current Inventory of Businesses

- Acquire copy of the existing database of commercial and industrial businesses being tracked in this program
- Conduct field survey to confirm inventory
- Meet with City DWP and Fire Department to understand how inventory is maintained current as businesses come and go
- Obtain access to all approved forms and inspection reports being used in the program

Conduct Initial Site Inspections

- Inspection and documentation of chemical inventories
- Identify the presence of and/or the adequacy of the Hazardous Materials Business Emergency Plan
- Identify all procedural and policy documents related to emergency response plans
- Inspect all storage facilities for compliance with local, state, and federal requirements
- Identify violations
- Issue appropriate violation notice(s) including corrective action timeline
- Document all findings in the approved database and hard copy files as indicated by existing program

Conduct Follow-up Site Inspections

- Review file prior to follow-up inspection
- Conduct follow-up inspection(s) to ensure all corrective actions have been taken
- Take additional enforcement actions as necessary
- Document compliance status in database and hard copy files

Administration

- Implement existing inspection scheduling system or develop system that ensures timely inspections
- Implement existing reporting schedule or develop a system that ensures timely reporting
- Quality Control of all correspondence that is generated in this program
- Conduct on-going training to ensure inspectors have the most recent knowledge of hazardous material program practices and policies

The following table indicates the level of effort and the skills level being utilized to accomplish the tasks itemized in the work plan. The schedule is based upon approximately 265 annual inspection performed at a rate of approximately 5-6 initial inspections and an anticipated equal number of follow-up inspections.

		LEVEL OF EFFORT, HOURS				
	HAZARDOUS MATERIALS INSPECTION					TOTAL
NO.	DESCRIPTION	PM	Lead	Insp I	Admin	LABOR
HMI1	**Identiying Current Inventory of Businesses**					
1.1	Acquire copy of existing database				10	10
1.2	Conduct field survey to validate inventory		40			40
1.3	Meet with CDWP and Fire Department to coordinate activities					0
1.4	Acquire and become familiar with all approved program forms		4	4		8
Subtotal 1		**0**	**44**	**4**	**10**	**58**
HMI2	**Conduct Initial Site Inspections**					
2.1	Inspect and document chemical inventories		70	30		100
2.2	Review & determine adequacy of Haz. Mat. Business Emerger		30	10		40
2.3	Review all on-site written procedures related to emerency resp		30	10		40
2.4	Inspect storage facilities		30	30		60
2.5	Issue violations as needed		20	15		35
2.6	Documetation		25	10		35
2.6	Meetings		10	5		15
Subtotal 2		**0**	**215**	**110**	**0**	**325**
HMI3	**Follow-up Inspections**					
3.1	File Review and Inspection Preparation		40	25		65
3.2	Conduct Inspection		35	30		65
3.3	Coordination of information with City DWP and Fire Departmer		20	10		30
3.4	Document Findings/Remove or escalate enforcement actions		25	18		43
3.7	Update City database				40	40
Subtotal 3		**0**	**120**	**83**	**40**	**243**
HMI4	**Administration**					
4.1	Scheduling				80	80
4.2	Reporting				40	40
4.3	QA/QC of Inspection Reports and Enforcement				45	45
4.4	Coordination with City DWP and Fire Department				30	30
4.5	Program Management	40				40
Subtotal 4		**40**	**0**	**0**	**195**	**235**
TOTALS		**40**	**379**	**197**	**245**	**861**

Work Approach & Safety

G&G performs technical and professional regulatory compliance service in a manner that ensures effective communication between our team members and management to enable timely deliverables and to keep the city staff and management well informed about the work we are providing on their behalf.

One of the key areas is effectively communicating issues in a timely manner to avoid regulatory compliance complications with state, local, and federal agencies. The Program Manager meets with supervisory staff to communicate the importance of clear lines of communication, chain of command, and the importance of early detection and communication of potential issues.

Another key area is employee and workplace safety. G&G developed an Illness, Injury and Prevention Plan (IIPP) in 2004 and continually updates the plan with new policies and procedures to ensure the safety of our employees. Our supervisors conduct weekly monthly tailgate meetings in addition to encouraging safe work practices through incentive programs to ensure that all of our team members actively embrace the safe work environment culture.

Certifications and technical training provides our team members with the education, skills, and abilities to perform the regulatory compliance work tasks described in the RFP but it is our awareness of the importance of effective and timely communication with the City staff and management that provides the opportunity for G&G to contribute to the overall success of the City's regulatory compliance goals.

Appendix A. Key Personnel Resumes

Gary R. Ethridge – Regulatory Support Program Manager

Professional Experience

Mr. Ethridge has over 25 years of experience in industrial wastewater pretreatment program and regulatory compliance field. His areas of expertise include developing and implementing municipal regualtory programs including wastewater pretreatment programs, reclaimed water inspection & monitoring programs; backflow prevention programs, air quality program, and certified water & wastewater quality laboratory management. He has developed ordinances, regualtory compliance plans and operational procedures manuals, and provided regulatory advocacy for municipal agencies with state and federal regulatory agencies. In 2002, he formed G&G Environmental Compliance, Inc. and serves as President and CEO.

Education
Master of Science, Environmental Management, Chadwick University, 2000

Bachelor of Science, Environmental Science University of California, 1988

Professional Affiliations
Water Environment Federation, Member, 1989-Present

California Water Environment Association (CWEA), Environmental Compliance Inspector – Grade IV Designated Subject Matter Expert, 1989-Present

Industry Tenure
25 Years

Project/Program Experience

City of Corona – Regulatory Program Support

Mr. Ethridge has provided program management services for the City of Corona under a professional services agreement for the past three (3) years (2011-2014). Programs include industrial pretreatment (Source Control), backflow prevention (assembly testing and site surveying, and the reclaimed water (cross-connection control) program.

Eastern Municipal Water District (EMWD) – Directed all Regulatory Programs. Served as Director of Environmental & Regulatory Compliance for EMWD from September 2008 – December 2000. Directed actvities of the Source Control Department, Regulatory Compliance Department, and the Certified Water Quality Laboratory. Programs included backflow prevention, cross connection control and reclaimed water programs, and air quality programs.

City of Banning – PTP Development & Local Limits, Banning, CA. Served as Project Manager in the development of all essential Program documents (Ordinance, Enforcement Response Plan, and Local Limits) as part of a Pretreatment Program approval package for the City of Banning with California Regional Water Quality Control Board, Region 7.

Yucaipa Valley Water District – Developed Local Limits, Yucaipa, CA. Served as Project Manager in the development of local limits in response to changes in the industrial users and upgrades to the District' POTW. Local limits study and recommendations forwarded to the California Regional Water Quality Control Board – Santa Ana Region. Limits approved by the Santa Ana Regional Board and subsequently adopted by the District.

Gary W. DeFrese – Source Control Program Lead

Professional Experience

Over 30 years of experience including managing and administering the City of Riverside's Pretreatment Program. He developed the City's Wastewater Ordinance, Local Limits and Enforcement Response Plan. He was responsible for all enforcement actions issued to industrial users who violated the Wastewater Ordinance. Supervised and managed a staff from 8 to 11 field inspectors. Met with and reviewed the pretreatment programs administered by two Community Services Districts whose wastewater was discharged to and treated at the City's water quality control plant. He also served as a Member of the Riverside County's Environmental Crimes Task Force.

Project/Program Experience

City of Banning – Developed Local Limits, Banning, CA. Served as Quality Control Advisor in the development of local limits as part of a Pretreatment Program approval package for the City of Banning with California Regional Water Quality Control Board, Region 7.

Yucaipa Valley Water District – Developed Local Limits, Yucaipa, CA. Served as Quality Control Advisor in the development of local limits as part of a Pretreatment Program approval package for the City of Banning with California Regional Water Quality Control Board, Region 7.

Western Municipal Water District – Developed Local Limits, Riverside, CA. Served as Quality Control Advisor in the development of local limits as part of a Pretreatment Program approval package for the former March Air Reserve Base wastewater treatment facility. Local limits and PTP package approved by the California Regional Water Quality Control Board – Santa Ana Region and adopted by the District.

Education
A.A., Riverside City College

Professional Affiliations
Water Environment Federation, Member, 1989-Present

California Water Environment Association (CWEA), Environmental Compliance Inspector – Grade IV

Industry Tenure
30+ Years

Sean Harrison – Backflow & Cross-Connection Program Lead

Professional Experience

Sean has developed excellent working relationships with the State Water Resources Control Board (SWRCB) and has been performing backflow testing and cross-connection control inspections and shutdown tests in Corona for the past seven years. In his time Sean has developed an excellent program and has mentored other staff to gain certifications as he has built a team of reliable testers. His knowledge of the City of Corona's commercial and industrial clients and the City's backflow and cross-connection program makes him the ideal person to keep these programs moving forward to meet the City's goals. His C-36 and C-27 licenses in addition to SWRCB Certifications in Water Operations and Treatment also add to Sean's understanding of the water systems in Corona.

Project/Program Experience

City of Corona – Backflow & Cross Connection Program, Corona, CA. Sean has been instrumental in the continuing improvements made to the City of Corona DWP backflow Prevention Program. He is the supervisor of the field crew that conducts backflow testing, cross-connection surveys and reclaimed water conversions. Sean is well versed in the City of Corona's policies and procedures including testing protocols that have been developed over the past 8 years.

Education
Bachelor of Arts – Business Administation from California State University – San Bernardino

Associates Degree in Water Technology – Mount San Jacinto Community College

Professional Affiliations
American Backflow Prevention Association, Member, 2012-Present

American Water Works Association, Member 2012-Present

AWWA Backflow Prevention Assembly Tester (Cert. No. 14735)

Riverside County Certification (Cert. No# PI0000324 – Expires 3/31/21

AWWA Cross-Connection Control Specialist (Cert. No. 02412)

Certified CA Licensed Plumber (C-36 #1011226)

Certified CA Licensed Landscaper (C-27 #1011226)

Industry Tenure
8 Years

Arif Baseer – Hazardous Material Business Plan Inspection Program and Source Control

Professional Experience

Mr. Baseer leads a group of environmental compliance inspectors in various Inland Empire cities (Colton, Beaumont, Banning, San Bernardino (Brine Line) that employ G&G to assist with regulatory compliance in the areas of Industrial Pretreatment and Stormwater compliance. Additionally, Mr. Baseer is the primary contracted inspector for the City of Corona's Hazardous Material Plan Inspection Program. He is proficient in resolving a wide range of compliance issues and uses his knowledge and skills to educate the commercial and industrial permitted business members to encourage each business to place a priority of meeting the requirement and conditions stated in their permits. Arif is very detailed oriented and maintains a good working relationship with our clients and the various regulatory agency officials that oversee the regulatory programs. Arif has been instrumental in the early development of the business plan inspection program for the City of Corona's Fire Department for the past 4 years.

Project/Program Experience

City of Corona – Hazardous Material Plan Inspector

Arif performs annual inspections and follow-up inspections to ensure compliane with hazardous maerial business plans that are submitted in acordance with Riverside County and City requirements.

City of Colton – Lead Inspector and Supervisor

Arif performs a wide range of comple Soure Control duties in addition to managing a small group of inspectors for the City of Colton. He is also responsible for the city's commercial and indusrial stormwater program.

City of Beaumont – Lead Inspector and Supervisor

water conversions. Sean is well versed in the City of Corona's policies and procedures including testing protocols that have been developed over the past 8 years.

Education
Bachelor of Science – University of California - Riverside

Professional Affiliations
Water Environment Federation, Member

California Water Environment Association (CWEA)

Industry Tenure
4 Years

ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 20-003CA.

G&G Environmental Compliance, Inc.

(Firm Name)

Gary Ethridge, President & CEO

(Print name and title of person signing for firm)

Gary Ethridge 7/30/19

(Signature/Date)

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK LIST

(To be Completed and Submitted with Consultant's Proposal)

Consultants are encouraged to state any exceptions to or deviations from the insurance requirements in this Request for Proposals. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject all proposals as non-responsive based on exceptions or deviations to the insurance requirements.

All applicable insurance requirements to this RFP are identified with a 'YES' under the "Applicable to Vendor" column on the RFP Insurance Requirements Check List.

Consultant acknowledges that we have reviewed the City of Corona Insurance Requirements Check List for RFP 20-003CA and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

General Commercial Liability - Zero Deductible

Auto Liability - $500 Comprehensive $1,000 Collision

Umbrella Liability - $1,000 Property and $10,000 Retention

Professional Liability (Errors & Omissions) - $5,000 deductible/claim

G&G Environmental Compliance, Inc.

(Firm Name)

Gary Ethridge, President & CEO

(Print name and title of person signing for firm)

Gary Ethridge 8/12/19

(Signature/Date)

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

G&G Environmental Compliance, Inc.

(Firm name)

Gary Ethridge, President

(Print name and title of person signing for firm)

Gary Ethridge 8/12/19

(Signature/date)

California-Nevada Section

American Water Works Association

Malorie M. Stevens

Be it known that having submitted
acceptable evidence of qualification by education, training, and experience
is hereby granted this Certificate of competency as a

Cross-Connection Control Program Specialist

Witness our Hand and Seal,

this January 30, 2015

Darrin Price

Certification Administrator
California-Nevada Section, AWWA

Certificate Number: 02591

406

American Water Works Association
California-Nevada Section

March 24, 2015

Malorie Stevens
843 Cleveland Way
Corona, CA 92881

Dear Malorie:

SUBJECT: Cross-Connection Control Specialist Exam Results

We are pleased to inform you that you have **passed** your examination for Certification with the **California-Nevada Section, American Water Works Association** with a score of **89%.**

Enclosed you will find a wall certificate and wallet card which shows that you have officially obtained this certification.

Contact the California-Nevada Section of the American Water Works Association for additional information or if you have questions/concerns.

Congratulations!

Sincerely,

Darrin Price

Darrin Price
Certification Director

Enclosure

10435 Ashford St.
Rancho Cucamonga, CA 91730
Office (909) 481-7200 •fax (909) 481-4688
www.ca-nv-awwa.org

CA-NV American Water Works Association CERTIFICATION

Temporary Extension

County of Riverside

Department of Environmental Health

CERTIFICATION OF COMPETENCY

Andy Soriano Is certified as a

BACKFLOW PREVENTION DEVICE TESTER

Expiration Date: SEP 30 2019

Certification No.: PI0000427

Issued pursuant to Riverside County Ordinance 525 by the Environmental Protection & Oversight Division

CALIFORNIA-NEVADA SECTION
American Water Works Association

File with your certificate

Cross-connection Control Specialist

Cert. No.: 02412

Exp. Date
03/31/2021

Certification Director

CALIFORNIA-NEVADA SECTION
American Water Works Association

Carry in your wallet

Cross-connection Control Specialist

Sean W. Harrison
30215 Santa Fe St.
Hemet, CA 92543

Cert. No.
02412

Certification Director

Exp. Date
03/31/2021

Form 1002 (5-96)

Attach the upper portion of this card to your certificate.

For grade information, exam location and dates, address changes or payment information, contact:

CA-NV Section, AWWA
10435 Ashford St.
Rancho Cucamonga, CA 91730
Off.: 909-481-7200
Fax: 909-481-4688

56880

County of Riverside
DEPARTMENT OF ENVIRONMENTAL HEALTH
www.rivcoeh.org

CERTIFIED BACKFLOW PREVENTION TESTERS

FOR RIVERSIDE COUNTY

August 12, 2019

Last Name	First Name	Backflow No	Expiration Date	Business Name	Address	Phone
Weimann	Michael	PI0000404	3/31/2021	24 Hr Express Services	26047 Jefferson Ave., Ste. D Murrieta, CA 92562	(951) 302-532(
Weiss	Peter	PI0000687	3/31/2020			
Welke	Ian	PI0000757	3/31/2022			
White	Clifford	PI0000287	9/30/2021	Dakota Backflow Company	10700 Jersey Blvd. Rancho Cucamonga, CA 91730-	(800) 790-775(
Wielandt	Brock	PI0000422	3/31/2022			
Woodruff	Robert	PI0000741	6/30/2021			
Woodward	Marc	PI0000299	3/31/2020			
Wortman	Tyler	PI0000750	6/30/2021			
Wuerth	David	PI0000211	9/30/2022			

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CERTIFIED BACKFLOW PREVENTION TESTERS

FOR RIVERSIDE COUNTY

August 12, 2019

Last Name	First Name	Backflow No	Expiration Date	Business Name	Address	Phone
Smith	Roger	PI0000409	6/30/2021			
Soriano	Andy	PI0000427	9/30/2019			
Spaulding	Tyler	PI0000279	12/31/2019	Dakota Backflow Company	P.O. Box 1523 San Jacinto, CA 92581-	(909) 481-393
Spaulding	Ryan	PI0000201	9/30/2019	Aqua Backflow & Chlorination	1060 Northgate Street, Ste. C Riverside, CA 92507	(951) 323-486
Spears	Orville E.	PI0000281	9/30/2020	Inland Water Works	P.O. Box 2246 San Bernardino, CA 92406	(909) 883-894
Stanfield	James	PI0000390	9/30/2020	#1 Son Plumbing	26803 Baseline Street Highland, CA 92346	(909) 904-377
Stephens	Harold	PI0000306	6/30/2020	Harold Stephens Plumbing Co., Inc.	P.O. Box 1210 Wildomar, CA 92595	(951) 830-204
Stevens	Malorie	PI0000381	3/31/2020	G & G Backflow	5053 La Mart Dr., Ste. 203 Riverside, CA 92507	(951) 683-353
Sutherland	Mike	PI0000183	9/30/2019	Sutherland Irrigation Services	1737 E. Alvarado St. Fallbrook, CA 92028	(760) 723-942
Tanaka	Keith	PI0000703	6/30/2020	Tanaka Backflow Service	11540 Magnolia Ave #531 Riverside , CA 92505	(951) 743-428
Taylor	Kaileb	PI0000759	3/31/2022	Aqua Backflow	1060 Northgate Street Riverside, CA 92507-	(909) 598-725
Toomey	Robert	PI0000429	6/30/2022	Toomey's Backflow Service	43171 Johnston Ave Hemet, CA 92544	(951) 970-211
Torres	Raymond	PI0000692	12/31/2020	Flow & Safety Services	P.O. Box 5910 Huntington Beach, CA 92615-	(714) 475-804
Trosper	Mike	PI0000072	9/30/2021	MST Backflow Testing & Repair	717 Windbound Ave. Beaumont, CA 92223	(909) 223-499

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August 12, 2019

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Smith	Roger	PI0000409	6/30/2021			
Soriano	Andy	PI0000427	9/30/2019			
Spaulding	Tyler	PI0000279	12/31/2019	Dakota Backflow Company	P.O. Box 1523 San Jacinto, CA 92581-	(909) 481-393
Spaulding	Ryan	PI0000201	9/30/2019	Aqua Backflow & Chlorination	1060 Northgate Street, Ste. C Riverside, CA 92507	(951) 323-486
Spears	Orville E.	PI0000281	9/30/2020	Inland Water Works	P.O. Box 2246 San Bernardino, CA 92406	(909) 883-894
Stanfield	James	PI0000390	9/30/2020	#1 Son Plumbing	26803 Baseline Street Highland, CA 92346	(909) 904-377
Stephens	Harold	PI0000306	6/30/2020	Harold Stephens Plumbing Co., Inc.	P.O. Box 1210 Wildomar, CA 92595	(951) 830-204
Stevens	Malorie	PI0000381	3/31/2020	G & G Backflow	5053 La Mart Dr., Ste. 203 Riverside, CA 92507	(951) 683-353
Sutherland	Mike	PI0000183	9/30/2019	Sutherland Irrigation Services	1737 E. Alvarado St. Fallbrook, CA 92028	(760) 723-942
Tanaka	Keith	PI0000703	6/30/2020	Tanaka Backflow Service	11540 Magnolia Ave #531 Riverside , CA 92505	(951) 743-428
Taylor	Kaileb	PI0000759	3/31/2022	Aqua Backflow	1060 Northgate Street Riverside, CA 92507-	(909) 598-725
Toomey	Robert	PI0000429	6/30/2022	Toomey's Backflow Service	43171 Johnston Ave Hemet, CA 92544	(951) 970-211
Torres	Raymond	PI0000692	12/31/2020	Flow & Safety Services	P.O. Box 5910 Huntington Beach, CA 92615-	(714) 475-804
Trosper	Mike	PI0000072	9/30/2021	MST Backflow Testing & Repair	717 Windbound Ave. Beaumont, CA 92223	(909) 223-499

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CERTIFIED BACKFLOW PREVENTION TESTERS

FOR RIVERSIDE COUNTY

August 12, 2019

Last Name	First Name	Backflow No	Expiration Date	Business Name	Address	Phone
LeBlanc	Peter J.	PI0000333	6/30/2021	LeBlanc Backflow Service	21951 Winding Road Moreno Valley, CA 92557	(951) 313-798
Lee	James	PI0000260	6/30/2020			
Lee	Maurice	PI0000676	12/31/2019	Rubidoux Community Services District	262 E. Merion Street Ontario, CA 91761	(909) 856-798
Lewis	Tyron	PI0000677	12/31/2019	Midtown Plumbing	8234 S. Garfield Ave. Bell Gardens, CA 90201	(562) 928-600
Lewis	Chad	PI0000737	6/30/2021	Hydroflow	10983 White Ash Lane Fontana, CA 92337-	(909) 969-415
Lozano	Alex	PI0000728	12/31/2020	Lozano Backflow	1375 San Miguel Drive Beaumont, CA 92223-	(951) 663-185
LuAllen	Charlie	PI0000314	9/30/2020	JMJ Equipment, Inc.	1329 N. Van Gogh Circle Orange, CA 92867	(714) 269-799
Macias	Jesse	PI0000688	3/31/2020			
Macias	Alexandria	PI0000416	12/31/2021	G & G Backflow	5053 La Mart Dr., Ste. 203 Riverside, CA 92507	(951) 683-353
Magallon	Jose	PI0000695	6/30/2020			
Manning	Timothy	PI0000191	9/30/2019			
Marinoff	Richard	PI0000123	9/30/2019	ACME Backflow Services	P.O. Box 5027 Woodland Hills, CA 91365	(818) 303-504
Martin	Nicholas	PI0000722	3/31/2021			
Martinez	Jerry	PI0000712	9/30/2020	dba: Jerry Martinez	13866 Marbella Street Fontana, CA 92336	(951) 212-189

County of Riverside
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CERTIFIED BACKFLOW PREVENTION TESTERS

FOR RIVERSIDE COUNTY

August 12, 2019

Last Name	First Name	Backflow No	Expiration Date	Business Name	Address	Phone
Green	Jim	PI0000174	9/30/2022	Jim's Backflow Service	27790 Lake Street Hemet, CA 92544	(951) 288-450
Griffith	Brad	PI0000154	3/31/2022	Flow & Safety Services	P.O. Box 5910 Huntington Beach, CA 92615	(714) 475-804
Guerra	Ruben	PI0000771	6/30/2022	Psi Certified Backflow	2 Mclaren Irvine, CA 92618-	(949) 382-629
Gutierrez	Ernesto D.	PI0000212	9/30/2019			
Hamby	Douglas	PI0000105	9/30/2020	Hamby's Backflow Service	25840 Meridian St. Hemet, CA 92544	(951) 453-022
Harlacher	Brandon	PI0000670	9/30/2022		785 De Passe Way Hemet, CA 92544	(909) 239-542
Harris	Rudy	PI0000408	6/30/2021			
Harrison	Sean	PI0000324	3/31/2021	G & G Environmental Compliance, Inc.	5053 La Mart Drive Riverside, CA 92507	(951) 683-353
Hasseler	Bradley	PI0000179	3/31/2022			
Hawkins	Timothy	PI0000133	9/30/2021			
Hazzard	Rolando	PI0000253	6/30/2020	Hazzard Backflow	6185 Magnolia Avenue, Suite 210 Riverside, CA 92506	(951) 445-080
Heid	Jared	PI0000170	3/31/2022	All Aces Backflow	P.O. Box 2476 Rancho Cucamonga, CA 91729	(877) 812-266
Hernandez	Joe	PI0000310	9/30/2020			
Hernandez	Hector	PI0000380	3/31/2020			
Heslop	Steve	PI0000088	9/30/2021			

THE BOARD OF TRUSTEES OF

Mt. San Jacinto College

UPON RECOMMENDATION OF THE PRESIDENT AND THE FACULTY

GRANT TO

Ian Matthew Welke

THIS CERTIFICATE OF ACHIEVEMENT IN

Water Technology

Given on the sixteenth day of December, two thousand sixteen.

Dr. Roger W. Schultz, Superintendent/President

Thomas K. Ashley, President, Board of Trustees

County of Riverside
Department of Environmental Health

CERTIFICATION OF COMPETENCY

Ian Welke Is certified as a

BACKFLOW PREVENTION DEVICE TESTER

Expiration Date: March 31, 2022

Certification No.: PI0000 757

Issued pursuant to Riverside County Ordinance 525 by the Environmental Protection & Oversight Division

STATE OF CALIFORNIA
SERVICE AGENT LICENSE
Issued by the
Department of Food and Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100, Sacramento, CA 95828-1812

This is to certify that Ian welke has been examined on the laws and regulations governing weights and measures and is licensed as a Service Agent in California pursuant to Section 12540, Chapter 5.5 of the California Business and Professions Code.

License Number: 31954

Signature of Agent

Expires: 8/21/2022

CALIFORNIA WATER ENVIRONMENT ASSOCIATION

Certification of Competence

THIS IS TO CERTIFY THAT

Gary Ethridge

HAVING SUBMITTED ACCEPTABLE EVIDENCE OF QUALIFICATIONS BY EDUCATION, TRAINING AND EXPERIENCE IS HEREBY GRANTED THIS CERTIFICATION OF COMPETENCY IN

Environmental Compliance

Inspector Grade 4

Expires: 1/31/2018

Garry Parker, President
California Water Environment Association

CALIFORNIA WATER ENVIRONMENT ASSOCIATION
Founded 1928

Certificate Number 36

Sam Rose, Chair
Technical Certification Program

CALIFORNIA WATER ENVIRONMENT ASSOCIATION

Certification of Competence

THIS IS TO CERTIFY THAT

Gary De Frese

HAVING SUBMITTED ACCEPTABLE EVIDENCE OF QUALIFICATIONS
BY EDUCATION, TRAINING AND EXPERIENCE IS HEREBY
GRANTED THIS CERTIFICATION OF COMPETENCY IN

Environmental Compliance
Inspector Grade 4

Expires: 7/31/2018

Debi Lewis, President
California Water Environment Association

CALIFORNIA WATER ENVIRONMENT ASSOCIATION
Founded 1928

Certificate Number 26

Tony Pirondini, Chair
Technical Certification Program

427

Grant	Denver	3100	5/31/2021	Watsonville	CA
Grant	Larry	2817	11/30/2020	Hawthorne	NV
Green	Richard	2526	5/31/2020	Pacific Grove	CA
Greene	Kevin	3034	11/30/2020	Santa Clara	CA
Greenhill	Lyle	998	3/31/2021	Las Vegas	NV
Gregory	Thomas	2157	10/31/2020	Forestville	CA
Griffith	Brad	2955	4/30/2020	Huntington Beach	CA
Griffith	Gerald	2367	9/30/2020	Big Bear City	CA
Griggs	Melissa	567	3/31/2021	Modesto	CA
Grissom	Ronnie	373	6/30/2021	Winton	CA
Groleau	Tim	3071	2/28/2021	Placentia	CA
Guerin	David	10641	12/31/2019	Yuba City	CA
Guerrero	Carlos	2902	9/30/2021	Turlock	CA
Guevara	Cesar	2566	11/30/2020	Santa Ana	CA
Guevara	Jonathan	2947	2/29/2020	Anaheim	CA
Guevara	Marco	2649	9/30/2019	Anaheim	CA
Guishard	Timothy	2948	2/29/2020	Alpine	CA
Guistino	Joe	2669	11/30/2021	El Granada	CA
Gunn	Stephen	2965	5/31/2020	West Sacramento	CA
Gutierrez	Ernesto	1743	11/30/2020	Ontario	CA
Gutierrez	Michael	2520	5/31/2020	Salida	CA
Gutierrez	Orlando	3003	9/30/2020	Turlock	CA
Guzman	Richard	2554	9/30/2020	San Martin	CA
Haas	Frank	152	3/31/2021	Lower Lake	CA
Hagan	Randy	959	5/31/2020	Saint David	AZ
Hahn	David	2956	4/30/2020	Washington	DC
Hall	Eric	954	12/31/2021	Glendora	CA
Hall	William	3020	11/30/2020	Laguna Hills	CA
Halushka	Paul	2470	10/31/2019	Santa Clarita	CA
Hamby	Douglas	2536	5/31/2020	Hemet	CA
Hankins	Stephen	2684	12/31/2019	Las Vegas	NV
Hanna	James	2348	7/31/2020	Barstow	CA
Hanna	Robert	2276	12/31/2019	Napa	CA
Hansen	Marvin	2992	7/31/2020	Oxnard	CA
Harlacher	Brandon	2835	1/31/2021	Hemet	CA
Harris	Scott	10257	3/31/2021	Thousand Oaks	CA
Harrison	Forrest	755	7/31/2021	Bakersfield	CA
Harrison	Sean	2412	3/31/2021	Hemet	CA
Hart	Chris	10619	7/31/2021	Escalon	CA
Harteau	Michael	2072	10/31/2019	Pinole	CA
Hasseler	Bradley	2579	12/31/2020	Murrieta	CA
Hatch	Lauren	2413	3/31/2021	Irvine	CA
Hauser	John	1818	9/30/2021	Boulder City	NV
Hausmann	Noah	2570	11/30/2020	San Ramon	CA
Haviland	Loel	381	8/31/2021	Palmdale	CA
Hayes	Jeffrey	10324	6/30/2020	Manteca	CA
Hazzard	Rolando	1958	12/31/2020	Lake Elsinore	CA

CA-NV-AWWA Certified
Cross Connection Control Specialist

Updated 08/06/19

Leamy	Robert	2249	5/31/2021	Rowland Heights	CA
Lee	James	10626	9/30/2020	Perris	CA
Lee	Jordan		4/30/2020	Stockton	CA
Lennier	David	1949	11/30/2020	Livermore	CA
Lenz	Eric	1968	12/31/2020	Laguna Beach	CA
Leonardo	Daniel	10633	10/31/2021	Banta	CA
Lepori	Steven	3036	11/30/2020	Rohnert Park	CA
Levers	James	2646	8/31/2019	San Ramon	CA
Lind	William	2717	2/29/2020	Fontana	CA
Lindberg	Robert	10326	11/30/2019	San Bernardino	CA
Lindstrom	Anthony	805	3/31/2020	Los Osos	CA
Liu	Pauline	2887	7/31/2021	Santa Ana	CA
Llamas	Antonio	2798	10/31/2020	Santa Rosa	CA
Lockhart	Daryl	2345	7/31/2020	Hayward	CA
Logan	Leif	3058	1/31/2021	Bakersfield	CA
Long	Troy	2788	9/30/2020	Oakdale	CA
Lopez	Andres	1755	12/31/2020	Chula Vista	CA
Lopez	Christian	3031	11/30/2020	Bakersfield	CA
Lopez	Nicholas	3042	11/30/2020	Diamond Bar	CA
Lopez	Ruben	2435	5/31/2021	Stockton	CA
LoPresti	Anthony	281	6/30/2020	Valley Center	CA
Low	Sean	2958	6/30/2020	Fountain Valley	CA
Lozano	Jose	1797	6/30/2021	Richmond	CA
Lu	Shao-Hua Ow	10613	6/30/2021	Walnut	CA
Lucie	Eric	10362	5/31/2020	Santee	CA
Lucio	Hector	2710	1/31/2020	Bakersfield	CA
Luczak	Thomas	10606	6/30/2021	La Puente	CA
Luna Dominguez	Antonio	3068	2/28/2021	Anaheim	CA
Lundy	Rocky	2634	5/31/2021	Simi Valley	CA
Lunt	Terry	201	9/30/2019	San Bernardino	CA
Luongo	James	10661	1/31/2020	Santa Maria	CA
Lutge	Ronald	10499	12/31/2021	Temecula	CA
Lynn	Irvin	10	6/30/2020	Lakeside	CA
MacCarthy	Steve	2234	6/30/2021	Vineburg	CA
Macdonald	Michael	44	9/30/2020	Rancho Cordova	CA
Macias	Alexandria	2772	7/31/2020	Corona	CA
Madrid	Reynaldo	2450	8/31/2019	La Puente	CA
Magallon	Luis	2025	7/31/2021	Riverside	CA
Magana	Benjamin	2919	11/30/2019	Porterville	CA
Magana	Rosalba	2133	6/30/2020	Bellflower	CA
Magretto	Mike	3086	4/30/2021	Marina	CA
Mahabali	Jaswan	1910	5/31/2020	Hercules	CA
Majic	Tomislav	2041	9/30/2019	San Jose	CA
Maldonado	Ruben	1866	3/31/2020	Placentia	CA
Malloy	Max	585	4/30/2020	Las Vegas	NV
Manning	Tracy	10425	4/30/2021	Costa Mesa	CA
Marche	Jamie	2359	9/30/2020	Reno	NV

CA-NV-AWWA Certified
Cross Connection Control Specialist

Updated 08/06/19

Sosa	Ives	10543	6/30/2020	Norco	CA
Sosa	Jesus	10382	8/31/2021	Norco	CA
Soteriou	Sue	2015	5/31/2021	San Carlos	CA
Soulsby	Sean	2290	1/31/2020	Stockton	CA
Souza	Richard	139	2/28/2021	San Jose	CA
Spangler	John	1844	12/31/2019	Morristown	NJ
Spaulding	Ryan	10645	12/31/2019	Riverside	CA
Spinella	John	2331	5/31/2020	Penryn	CA
Sprague	Mark	10693	4/30/2020	Huntington Beach	CA
Sprague	Stephen	2893	7/31/2021	Laguna Niguel	CA
Stafford	Stephanee	10451	6/30/2020	San Jacinto	CA
Stagg	David	715	12/31/2020	Fallbrook	CA
Stagi	Jeremiah	2494	11/30/2019	San Jose	CA
Stanford	Michael	3000	8/31/2020	Rancho Cucamonga	CA
Stauffer	Fred	10194	5/31/2020	Escondido	CA
Steiner	Nicholas	2915	10/31/2019	Discovery Bay	CA
Stephenson	Neal	2924	11/30/2019	Twentynine Palms	CA
Sterling	Jonathan	2901	9/30/2019	Twain Harte	CA
Stevens	Craig	2856	5/31/2021	Sacramento	CA
Stevens	Malorie	2591	1/31/2021	Riverside	CA
Stevens	Shane	1031	2/28/2021	Alta Loma	CA
Stevenson	Sean	1962	12/31/2020	Escondido	CA
Stewart	John	2238	7/31/2021	Acampo	CA
Stewart	Kelly	2014	5/31/2021	Joshua Tree	CA
Stockstell	Martin	2999	7/31/2020	Joshua Tree	CA
Stockton	Timothy	2418	3/31/2021	Hemet	CA
Stoner	Kurtis	2206	5/31/2021	Redwood Valley	CA
Stuck	Tim	3064	1/31/2021	Auburn	CA
Studley	Nole	2210	5/31/2021	Moraga	CA
Stull	Steven	3106	5/31/2021	Chico	CA
Suarez	Raymond	2355	8/31/2020	San Diego	CA
Sweeney	Evan	2869	6/30/2021	Hollister	CA
Tabor	Thomas	2097	1/31/2020	Hemet	CA
Tabush	Joseph	105902	2/29/2020	Bishop	CA
Tadlock	John	2781	8/31/2020	Auburn	CA
Takae	Jason	2813	11/30/2020	Oakley	CA
Takeda	Jacqueline	2098	1/31/2022	Gilroy	CA
Tamagni	Neil	2375	10/31/2020	Shingle Springs	CA
Tamburovic	David	3039	11/30/2020	San Jose	CA
Tanaka	Teresa	1950	11/30/2020	Valley Springs	CA
Tapia	Phillip	2506	2/29/2020	Tahoe City	CA
Tarpley	Leo	1974	1/31/2021	Taft	CA
Taylor	Clemmon	2092	12/31/2019	Fallbrook	CA
Taylor	Daniel	1898	5/31/2020	El Dorado Hills	CA
Taylor	Tiran	2689	12/31/2019	N. Las Vegas	NV
Taylor	Tom	2742	5/31/2020	Indio	CA
Teisher	Darrin	1955	12/31/2020	Lakeside	CA



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1011226**

Entity CORP

Business Name G & G ENVIRONMENTAL COMPLIANCE INC DBA G & G BACKFLOW

Classification(s) C36 C27

Expiration Date 02/29/2020

www.cslb.ca.gov

CSLB

ASSE International

18927 Hickory Creek Drive, Suite 220
Mokena, Illinois 60448

Ph: 708.995.3019
www.asse-plumbing.org

Ian M. Welke
41178 Vincennes Ct.

Murrieta, CA 92562

Certification #: 41693
Trained and certified to Section 7 of the ASSE Guidelines – California Requirements.

Congratulations on becoming ASSE Certified!

Attached is your ASSE certification card. Take careful notice of the expiration date on the card; you must renew your certification with ASSE International by that date.

Please note that being ASSE Certified does not mean that you are a member of ASSE International. However, if you are not currently a member, we strongly encourage you to join at www.assewebstore.com/membership.

As a member of ASSE International, you will belong to an organization represented by all disciplines of the plumbing and mechanical industries, including contractors, engineers, inspectors, journeymen, apprentices, manufacturers, etc. Together you'll form a platform to receive, understand, and solve industry problems relating to standards, codes, engineering, and business. Our mission is to continually improve the performance, reliability, and safety of plumbing and mechanical systems through our professional qualifications standards, professional certification, product performance standards, and product listing programs. It is through the support and involvement of ASSE International members that we as an organization can continue to grow and promote the importance of our motto, "Prevention Rather Than Cure."

On a local level, members are able to attend their chapter's monthly meetings, participate in chapter outings, serve on chapter boards, and receive local chapter publications. On a national level, members are eligible to participate in national committees, vote at Annual Meetings, and receive free subscriptions to ASSE International's publications – *Working Pressure* magazine (www.workingpressuremag.com) and the *ASSE International eNewsletter*. Members are also entitled to discounts on publications published by ASSE International and other reciprocating organizations.

Rates are half-price for the first year of new membership. If you would like to become a member today, or if you would like further information about ASSE International, please visit www.asse-plumbing.org or call (708) 995-3019.

ASSE International

CERTIFICATION CARD

Ian M. Welke

has successfully completed the requirements for Backflow Protection Assembly Tester for the state of California

Certification Number: 41693 **Expiration:** 12/31/2021

Mt. San Jacinto College

Upon the recommendation of the Faculty and
under the authorization granted by the Board of Governors of
the California Community Colleges, hereby confers upon

Ian Matthew Welke

the degree of

Associate in Science

Water Technology

with all the rights, pribileges and honors appertaining thereto.
Given on the sixteenth day of December, two thousand sixteen.

Dr. Roger W. Schultz, Superintendent/President

Thomas K. Ashley, President, Board of Trustees

American Water Works Association
California-Nevada Section

Alexandria Macias

Be it known that having submitted
acceptable evidence of qualification by education, training, and experience
is hereby granted this Certificate of competency as a

Cross-Connection Control Program Specialist

Witness our Hand and Seal,
this July 29, 2016

Certificate Number: 02772

Certification Administrator
California-Nevada Section, AWWA

CALIFORNIA-NEVADA SECTION
American Water Works Association

File with your certificate

Cross-connection Control Specialist

Cert. No.: 02772

Exp. Date: 07/31/2018

Certification Director

CALIFORNIA-NEVADA SECTION
American Water Works Association

Cross-connection Control Specialist

Carry in your wallet

Alexandria Macias
843 Cleveland Way
Corona, CA 92881

Cert. No. 02772

Exp. Date 07/31/2018

Certification Director

437

University of Southern California

Foundation for
Cross-Connection Control
and Hydraulic Research

This certifies that

Alexandria Macias

has satisfactorily completed a course as a

Cross-Connection Control Program Specialist

and in testimony whereof, we do confer this certificate

July 25-29, 2016

Instructor

Director, Foundation for Cross-Connection Control and Hydraulic Research

CONSULTANT EXPERIENCE

Consultant is required to have successfully performed three (3) Regulatory Compliance Services contracts with a minimum value of $500,000 or greater within the last five (5) years and submit references for the contracts.

1. Agency Name: City of Corona - Department of Water & Power
   Address: 755 Public Safety Way, Corona, CA 92880
   Phone Number: (951) 279-3601
   Contact Person: Katie Hockett, Assistant General Manager
   Email Address: Katie.Hockett@CoronaCA.gov
   Dates of Project: July 1, 2018 to September 30, 2019
   Value of Project: $1,482,400

2. Agency Name: City of Corona - Department of Water & Power
   Address: 755 Public Safety Way, Corona, CA 92880
   Phone Number: (951) 279-3601
   Contact Person: Katie Hockett, Operations Manager
   Email Address: Katie.Hockett@CoronaCA.gov
   Email Address:
   Dates of Project: July 1, 2017 to June 30, 2018
   Value of Project: $1,068,265

3. Agency Name: City of Corona - Department of Water & Power
   Address: 755 Public Safety Way, Corona, CA 92880
   Phone Number: (951) 279-3601
   Contact Person: Katie Hockett, Operations Manager
   Email Address: Katie.Morris@ci.corona.ca.us
   Dates of Project: July 1, 2016 to June 30, 2017
   Value of Project: $1,068,265

4. Agency Name: City of Corona - Department of Water & Power
   Address: 755 Public Safety Way, Corona, CA 92880
   Phone Number: (951) 279-3601
   Contact Person: Katie Morris, Operations Analyst
   Dates of Project: July 1, 2015 to June 30, 2016
   Value of Project: $1,068,265

5. Agency Name: City of Corona - Department of Water & Power
Address: 755 Public Safety Way
Corona, CA 92880
Phone Number: (951) 279-3601
Contact Person: Katie Morris, Operations Analyst
Email Address: Katie.Morris@ci.corona.ca.us
Dates of Project: July 1, 2014 to June 30, 2015
Value of Project: $1,087,325

I hereby certify that I have performed the work listed above.

Signature of Consultant

CONSULTANT INFORMATION FORM

A. Information about Consultant

[***Indicate not applicable ("N/A") where appropriate.***]

NOTE: Where Consultant is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Consultant: G&G Environmental Compliance, Inc.

2.0 Type, if Entity: S-Corporation

3.0 Consultant Address: 5053 La Mart Drive Suite 203 Riverside, CA 92507

ge@ggcorp.net (951) 683-3538

Email Address Telephone Number

4.0 How many years has Consultant's organization been in business performing the services requested in this RFP? Source Control - 17 Years ; Hazardous Material Insp. - 6 Years Backflow, Cross-Connection and Reclaimed Water - 8 Years

5.0 How many years has Consultant's organization been in business under its present name? 17 Years

6.1 Under what other or former names has Consulant's organization operated? N/A

6.0 If Consultant's organization is a corporation, answer the following:

6.1 Date of Incorporation: December 16, 2002

6.2 State of Incorporation: California

6.3 President's Name: Gary Ethridge

6.4 Vice-President's Name(s): Gary DeFrese

6.5 Secretary's Name: Gary Ethridge

6.6 Treasurer's Name: Gary DeFrese

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Consultant's organization is legally qualified to do business.

N/A

10.0 What type of work does the Consultant normally perform with its own forces?

Regulatory Compliance Services related to Water and Wastewater

11.0 Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

C. Wells Pipeline Materials, Inc. 1696 Commerce St. Corona, CA 92880

Ewing Irrigation & Landscape Supply 3441 E. Harbour Dr. Phoenix, AZ 85034

McFadden- Dale Industrial Hardware 129 N. Maple St. Corona, CA 92880

14.0 List Bank References (Bank and Branch Address):

Bank of America - Towngate Plaza Riverside, CA 92507

17.0 Name of Bonding Company and Name and Address of Agent:

American Contractors Indemnity Co. 801 S. Figueroa St. Suite 700 Los Angeles, CA 90017

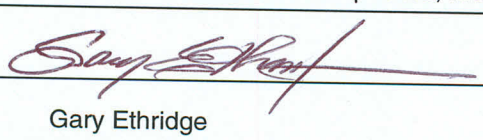
B. Additional Consultant Statement:

If the consultant feels there is additional information which has not been included in the questionnaire above and would contribute to the qualification review, please include the information here or on an attached sheet, appropriately marked.

C. Verification and Execution:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct.

Consultant's Name: G&G Environmental Compliance, Inc.

Signature: 

Name: Gary Ethridge

Title: President

Date: 8/12/19

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Consultant's Proposal)

Number of Serious OSHA Violations within the last two (2) years and the number of Willful OSHA Violations within the last five (5) years (must state zero if none):

0 **Serious**	0 **Willful**	0 **Repeat**	0 **Other**	0 **Unclass**	0 **Total**

G&G Environmental Compliance, Inc.
Firm Name (Print)


Signature

Gary Ethridge, President
Name and Title (Print)

August 12, 2019
Date

City of Corona
RFP 20-003CA Insurance Requirements Check List
(To be Completed and Submitted with Consultant's Proposal)

All applicable insurance requirements are identified with a **'YES'** under the "Applicable to Vendor" column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - $1M occurrence/$2M aggregate?	X		YES
Can your company provide Automobile Liability - $1M?	X		YES
Can your company provide Workers Compensation and Employer's Liability - $1M?	X		YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - $1M occurrence/$2M aggregate?	X		YES
Can your company provide Technology Professional Errors and Omissions Liability Insurance - $2M occurrence or $2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of $1 million/$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	X		YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	X		YES

Insurance Endorsements
General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)	X		YES
Will your company provide an insurance policy that states 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 Contractor, including materials, parts or equipment furnished in connection therewith?	X		YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?	X		YES
Can your company provide Completed Operations as evidenced with the following endorsements?	X		YES
Endorsement form CG 20 10 11 85 **OR**		X	YES
CG 20 37 **and** one of the following	X		YES
CG 20 10	X		YES
CG 20 26		X	
CG 20 33		X	
CG 20 38		X	

Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?	X		YES

Automobile Liability

	YES	**NO**	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?	X		YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) **and** 9 (non-owned)?	X		YES

Workers' Compensation

	YES	**NO**	Applicable to Vendor
Will your company provide a waiver for 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?	X		YES
Will your company provide 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?	X		YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	X		YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	X		YES
Does your insurance have any deductibles and/or self-insurance retentions?	X		YES

Use the space below to explain any "**NO**" responses.

The "No" responses under the General Liability Policy Section reflect that the specified Forms are not included but the necessary language is contained within the policy.

PARTY SUBMITTING PROPOSAL: G&G Environmental Compliance, Inc.

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)

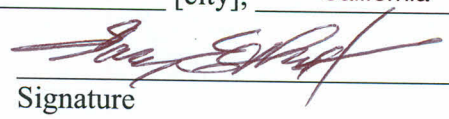
The undersigned declares:

I am the President [title] of G&G Environmental Compliance, Inc. [proposer], the party making the foregoing bid.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham bid, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 12, 2019 [date], at Riverside [city], California [state].



Signature

Gary Ethridge

Typed or Printed Name

President

Title

G&G Environmental Compliance, Inc.

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } ss.

On August 12, 2019 (date), before me, George Ramos, Notary Public (here insert name and title of the officer)

personally appeared Gary Ethridge who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BCT3 GEORGE RAMOS COMM...2200573 NOTARY PUBLIC-CALIFORNIA RIVERSIDE COUNTY My Term Exp. June 8, 2021 BCT3

Signature George Ramos [Seal]

CONSULTANT'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Consultant is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any contracts for similar services as detailed in RFP 20-003CA.

1. Have you ever been disqualified from any contract? (circle one) Yes (No)

2. If yes, explain the circumstances:

G & G Environmental Compliance, Inc.

(Firm Name)

Gary Ethridge, President & CEO

(Print name and title of person signing for firm)

8/5/19

(Signature/Date)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wood Gutmann & Bogart
15901 Red Hill Ave., Suite 100
Tustin CA 92780

CONTACT NAME: Karlee Crowe
PHONE (A/C, No, Ext): 714-505-7000 **FAX (A/C, No):** 714-573-1770
E-MAIL ADDRESS: Karlee@wgbib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA Insurance Companies	
INSURER B : Evanston Insurance Company	35378
INSURER C : Continental Casualty Co	
INSURER D : Valley Forge Insurance Co.	
INSURER E :	
INSURER F :	

INSURED G&GEN-1
G&G Environmental Compliance,
Gary Ethridge
5053 La Mart Dr. Ste 203
Riverside CA 92507

COVERAGES **CERTIFICATE NUMBER:** 1260612876 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			6024707390	2/12/2019	2/12/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			6045362193	2/12/2019	2/12/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			6045334314	2/12/2019	2/12/2020	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		624707423	2/19/2019	2/19/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Contractors Pollution Liability			MKLV5ENV101480	2/20/2019	2/20/2020	Shared Gen Agg Limit Each Claim Limit Deductible Each Claim	$2,000,000 $1,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Corona, its directors, officials, officers, employees, agents and volunteers are named as additional insured on the General Liability per attached SB146932F as required by written contract subject to the terms and conditions of the policy.
Primary and Non-Contributory applies on the General Liability per attached SB14696B.
Waiver of Subrogation applies to the Workers' Compensation per attached G 19160 B.
30-day written notice of cancellation applies to the General Liability SB147082E, on the Auto IL02700912 and on the Workers' Compensation per attached WC040601A.

CERTIFICATE HOLDER

City of Corona
400 S. Vicentia Ave.
Corona CA 92882

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ruth Gregorek Bandy

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

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(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

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b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "Bodily injury" or "property damage"; or

b. Offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
   a. Non-payment of premium;
   b. Failure to report payroll;
   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
   e. Material misrepresentation made by you or your agent;
   f. Failure to cooperate with us in the investigation of a claim;
   g. Failure to comply with Federal or State safety orders;
   h. Failure to comply with written recommendations or our designated loss control representatives;
   i. The occurrence of a material change in the ownership of your business;
   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
   l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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BUSINESSOWNERS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy.

      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

         (a) Seasonal unoccupancy; or

         (b) Buildings in the course of construction, renovation or addition.

      Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

      (2) After damage by a covered cause of loss, permanent repairs to the building:

         (a) Have not started, and

         (b) Have not been contracted for,

      within 30 days of initial payment of loss.

      (3) The building has:

         (a) An outstanding order to vacate;

         (b) An outstanding demolition order; or

         (c) Been declared unsafe by governmental authority.

      (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

      (5) Failure to:

         (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

         (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

   c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

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E. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If, during your policy period, we adopt any revision that would broaden the coverage under this policy without additional premium the broadened coverage will immediately apply to this policy. The broadened coverage will also apply to the renewal of this policy if such renewal was in process or was mailed prior to the date we adopted such revision.

H. Other Insurance

1. If you have other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over:
   a. Any other insurance that insures for direct physical loss or damage; or
   b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if the Declarations show an Audit Period other than 'Not Auditable.' We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision **(2)** does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under item **5. Damage To Premises Rented To You** Limit of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: **RFP No. 20-003CA**

DESCRIPTION OF WORK: **Regulatory Compliance Services**

CONSULTANT'S NAME/ADDRESS: G&G Environmental Compliance, Inc.
5053 La Mart Drive Suite 203
Riverside, CA 92507

NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE: Gary Ethridge, President & CEO
(951) 683-3538

Please complete the rate schedule below and upload this Price Form in its entirety into the PlanetBids electronic bidding system. Extended price shall include all labor costs including overhead and direct costs required to complete the Services. Consultant's rates and costs shall be effective through June 30, 2021.

Backflow Prevention (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Initial Backflow Device Testing	3,087	$80.80	$249,400
Follow up Device Testing	938	$78.38	$73,500
Program Administration	1,067	$61.23	$65,300
Program Management	203	$105.19	$21,300

Cross Connection (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Site Surveys	867	$92.09	$79,800
Shutdown Testing	1,438	$89.67	$128,938
Reclaimed Water Permitting	275	$80.36	$22,100
Annual Inspections	1,046	$84.80	$88,700
Program Administration	30	$77.72	$23,900
Program Management	233	$99.74	$23,200

Reclaimed Water Conversions (Quote PER Conversion) Based upon 25 Conversions

Task	Estimated Annual Hours	Hourly Rate	Total
Initial Project Review	630	$91.90	$57,900
Determine Retrofit Equipment Needs	289	$96.26	$27,820
Initial Shutdown Test	617	$107.46	$66,300
Initial Permitting of Reclaimed Water User	119	$81.76	$13,000
Program Administration	40	$72.00	$2,880
Program Management	8	$110.00	$880

Source Control and Industrial Pretreatment (Quote as an ANNUAL Estimate)

Task	Estimated Annual Hours	Hourly Rate	Total
Inspections and Monitoring	1,380	$74.21	$102,400
Permitting	425	$81.65	$34,700
Regulatory Reporting	123	$89.43	$11,000
Industrial Compliance	748	$88.64	$66,300
Plan Check	230	$80.87	$18,600
Program Administration	300	$60.00	$18,000
Program Management	320	$100.63	$32,200

Hazardous Materials Inspection (Quote PER Inspection)

Task	Estimated Hours	Hourly Rate	Total
Survey and Conduct Initial Site Inspection	0.97	$89.30	$86.63
Follow Up Inspection	0.87	$79.00	$68.73
Program Management	0.1	$110.00	$11.00

Please confirm your firm's ability to meet the operating hours and afterhours response time of two (2) hours. (Yes) / No

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

_____

_____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No (circle one)

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: Gary Ethridge

President, G&G Environmental Compliance, Inc.

DATE SIGNED: 8/9/19

COMPANY NAME & ADDRESS: G&G Environmental Compliance, Inc.

5053 La Mart Drive Suite 203

Riverside, CA 92507

PHONE: (951) 683-3538 EMAIL: ge@ggcorp.net

File #: 19-0805

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 9/18/2019

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:
City Council consideration of acceptance and appropriation of $110,000 from the Office of Traffic Safety 2019-2020 for the Selective Traffic Enforcement Program Federal Award.

RECOMMENDED ACTION:
That the City Council:

1. Accept the State of California Office of Traffic Safety 2019-2020 Selective Traffic Enforcement Program Federal Award of $110,000 for Local Law Enforcement Agencies.

2. Appropriate $110,000 of onetime money from the unappropriated General Fund Balance to be reimbursed from the State of California Office of Traffic Safety and increase the General Fund estimated revenue by the same amount for the program award.

3. Authorize the Chief of Police to execute any required grant documents that are in compliance with the City Council's actions hereunder.

ANALYSIS:
The Police Department has successfully applied for funding for the Selective Traffic Enforcement Program (STEP) for Local Law Enforcement Agencies.

The goal of the Selective Traffic Enforcement Program for Local Law Enforcement Agencies is to reduce the number of victims killed and injured in identified traffic safety problems in cities participating in the program.

Again, this year the Office of Traffic Safety combined various minor grants into the STEP program for program administration ease. Specific projects will address STEP priorities including: driving under the influence (DUI) saturation patrols, sobriety checkpoints, traffic safety education, distracted driving 476

enforcement, traffic enforcement including primary collision factors, bicycle and pedestrian enforcement, and motorcycle safety enforcement. The grant will provide support of these activities. In addition, the City of Corona's Police Department will participate and report data for various campaigns, such as the *Distracted Driving Awareness Month* in April, 2020 and participate in the statewide *Click It or Ticket* mobilization period in May, 2020.

Additionally, funding was awarded for the purchase of DUI checkpoint equipment and supplies, and for training costs. The approved training funding will allow four officers to attend standardized field sobriety testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes and one officer will be able to attend the Drug Recognition Expert (DRE) Recertification training.

The grant is a one-time award for General Fund reimbursement of equipment, designated training, and project overtime in support of the program. The grant performance period is October 1, 2019 to September 30, 2020.

COMMITTEE ACTION:
Not Applicable.

STRATEGIC PLAN:
This item supports the City Strategic Plan goal to Promote Public Safety: Protect our Residents and Businesses, (c) Ensure adequate funding for investments and improvement in infrastructure that support public safety.

FISCAL IMPACT:
Expenditures will be reimbursed to the General Fund following submission of the quarterly claims as estimated in that period. There is no cash match requirement. Any unused budget will carry forward into Fiscal Year 2020-2021.

Police Department	Grant Award
Estimated Overtime Enforcement	$103,807
Training	2,173
DUI Equipment and Supplies	4,020
Total	$110,000

GENERAL FUND	
Budget Workshop May 23, 2019 - Estimated Revenue Over Expenditures	$ 152,247
Previously approved/revised budget adjustments (net) * - NOTE 1	221,573
Current Revenue Over Expenditures - NOTE 1	373,820
Appropriation - OTS STEP Award	(110,000)
Revenue Increase - OTS STEP Award	110,000
Revised Estimated Revenue Over Expenditures - NOTE 1	**$ 373,820**
Estimated Budget Balancing Measures Reserve - 06/30/19	26,124,592
Estimated FY 2019-20 Change in Budget Balancing Measures Reserve	373,820
Estimated Budget Balancing Measures Reserve - 06/30/20	**$ 26,498,412**

** Approved through Council Action or other operational process.*

Note 1: Includes other General Fund items on the Sept. 18, 2019 agenda.

ENVIRONMENTAL ANALYSIS:
The proposed project is categorically exempt from the provisions of the California Environmental Quality Act, or CEQA.

PREPARED BY: MICHELLE ADAMS, MANAGEMENT ANALYST II

REVIEWED BY: SERGIO BANALES, POLICE CAPTAIN

REVIEWED BY: GEORGE JOHNSTONE, CHIEF OF POLICE

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. State of California - Office of Traffic Safety Grant Agreement PT20031

File #: 19-0805

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 9/18/2019

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:
City Council consideration of acceptance and appropriation of $110,000 from the Office of Traffic Safety 2019-2020 for the Selective Traffic Enforcement Program Federal Award.

RECOMMENDED ACTION:
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1. Accept the State of California Office of Traffic Safety 2019-2020 Selective Traffic Enforcement Program Federal Award of $110,000 for Local Law Enforcement Agencies.

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3. Authorize the Chief of Police to execute any required grant documents that are in compliance with the City Council's actions hereunder.

ANALYSIS:
The Police Department has successfully applied for funding for the Selective Traffic Enforcement Program (STEP) for Local Law Enforcement Agencies.

The goal of the Selective Traffic Enforcement Program for Local Law Enforcement Agencies is to reduce the number of victims killed and injured in identified traffic safety problems in cities participating in the program.

Again, this year the Office of Traffic Safety combined various minor grants into the STEP program for program administration ease. Specific projects will address STEP priorities including: driving under the influence (DUI) saturation patrols, sobriety checkpoints, traffic safety education, distracted driving 479

enforcement, traffic enforcement including primary collision factors, bicycle and pedestrian enforcement, and motorcycle safety enforcement. The grant will provide support of these activities. In addition, the City of Corona's Police Department will participate and report data for various campaigns, such as the *Distracted Driving Awareness Month* in April, 2020 and participate in the statewide *Click It or Ticket* mobilization period in May, 2020.

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The grant is a one-time award for General Fund reimbursement of equipment, designated training, and project overtime in support of the program. The grant performance period is October 1, 2019 to September 30, 2020.

COMMITTEE ACTION:
Not Applicable.

STRATEGIC PLAN:
This item supports the City Strategic Plan goal to Promote Public Safety: Protect our Residents and Businesses, (c) Ensure adequate funding for investments and improvement in infrastructure that support public safety.

FISCAL IMPACT:
Expenditures will be reimbursed to the General Fund following submission of the quarterly claims as estimated in that period. There is no cash match requirement. Any unused budget will carry forward into Fiscal Year 2020-2021.

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** Approved through Council Action or other operational process.*

Note 1: Includes other General Fund items on the Sept. 18, 2019 agenda.

ENVIRONMENTAL ANALYSIS:
The proposed project is categorically exempt from the provisions of the California Environmental Quality Act, or CEQA.

PREPARED BY: MICHELLE ADAMS, MANAGEMENT ANALYST II

REVIEWED BY: SERGIO BANALES, POLICE CAPTAIN

REVIEWED BY: GEORGE JOHNSTONE, CHIEF OF POLICE

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. State of California - Office of Traffic Safety Grant Agreement PT20031

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Corona

3. Grant Period
From: 10/01/2019
To: 09/30/2020

4. AGENCY UNIT TO ADMINISTER GRANT
Corona Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $110,000.00**

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. GRANT DIRECTOR
NAME: Bryan Snow
TITLE: Sergeant
ADDRESS: 730 Public Safety Way, Corona, CA 92880-2002
EMAIL: bryan.snow@coronaca.gov
PHONE: (951) 739-4885
FAX:

(Signature) (Date)

B. AUTHORIZING OFFICIAL OF AGENCY
NAME: George Johnstone
TITLE: Police Chief
ADDRESS: 730 Public Safety Way, Corona, CA 92880-2002
EMAIL: george.johnstone@coronaca.gov
PHONE: (951) 817-5787
FAX: (951) 817-5885

(Signature) (Date)

C. FISCAL OR ACCOUNTING OFFICIAL
NAME: Michelle Adams
TITLE: Management Analyst II
ADDRESS: 730 Public Safety Way, Corona, CA 92880
EMAIL: michelle.adams@coronaca.gov
PHONE: 951-817-5727
FAX:

(Signature) (Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Randy Weissman
TITLE: Acting Director
ADDRESS: 2208 Kausen Drive Suite 300, Elk Grove, CA 95758
EMAIL: randy.weissman@ots.ca.gov
PHONE: (916) 509-3030
FAX: (916) 509-3055

(Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY
NAME: Carolyn Vu
ADDRESS: 2208 Kausen Drive, Suite 300, Elk Grove, CA 95758

9. **DUNS INFORMATION**
DUNS #: 088513155
REGISTERED ADDRESS: 400 S. Vicentia Ave
CITY: Corona
ZIP+4: 92882-2187

10. PROJECTED EXPENDITURES						
FUND	**CFDA**	**ITEM/APPROPRIATION**	**F.Y.**	**CHAPTER**	**STATUTE**	**PROJECTED EXPENDITURES**
164 AL-20	20.608	0521-0890-101	2019	2019	BA/19	$70,000.00
402PT-20	20.600	0521-0890-101	2019	2019	BA/19	$40,000.00
				AGREEMENT TOTAL		**$110,000.00**
				AMOUNT ENCUMBERED BY THIS DOCUMENT **$110,000.00**		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$110,000.00**		

1. PROBLEM STATEMENT

The City of Corona's population is at 167,843, per the United States Census 2017 estimated population, which is approximately a 10 percent increase since the 2010 U.S. Census. Since the year 2000, the population has increased about 30 percent, or about 43,000 residents. The population increase in Corona and surrounding communities has led to a rise in collisions involving vehicles, as well as, pedestrians throughout the City. A large reason for the population increase is due to the City of Corona being centrally located near and easily accessible through Interstate 15 and State Route 91. In addition, State Route 71 borders the City to the west. Citizens throughout Corona and communities to the east and south commute to and from Orange County, Los Angeles County, and San Bernardino County. This centralized location, combined with affordable housing, has made it very appealing to working class families with the median age being 33 according to the State of California, a decrease from 36 over the last few years. According to the United States Census Bureau, the City of Corona is ranked 4th in the United States and 2nd in California for the longest round-trip commute time, with an average of 36.7 minutes each way. The City of Corona also experiences pass-through traffic that utilizes the main corridor roadways to bypass the SR-91 and SR-15, which also contribute to the traffic issues. All the factors listed above have contributed to an increase in traffic congestion and not just during the morning and evening peak commute times.

In 2014, CALTRANS began a major improvement project to widen the 91 freeway where it passes through Corona. This project has now completed, but traffic issues remain as the regional population increase and subsequent commuter traffic is too much for the freeway to handle. In addition, Caltrans will be adding a lane of travel to the westbound SR-91 from Green River Road to the 241 toll road. This project will start in the end of 2019 into 2020 and will affect westbound morning commuters as well as streets in the city by diverted traffic that would normally travel on the freeway.

In 2017-2018 the I-15 widening project began in the City of Corona, which has and will continue to impact City streets. There has been closures at major on and off ramps and detours around the I-15 freeway.

Due to the continued construction and increase in commuter traffic, there has been an increase in wrong way drivers, distracted drivers utilizing social media apps, such as Google Maps and Waze, to cut through the city, and drivers not obeying traffic control devices and signs.

During the years of 2014 through 2018 Corona experienced 2,257 injury traffic collisions. (It should be noted that due to the calendar year 2018 just finishing, not all traffic collisions will have been entered into our database and this number will likely increase). From 2014 to 2018 Corona experienced 25 fatal traffic collisions. In 2016, there were 9 fatal collisions and 2017 and 2018 had 5 each.

Alcohol continues to be a problem with a majority of fatal collisions in the past 2 years being alcohol or drug related. Alcohol and drug related traffic collisions continue to be a significant matter in the City of Corona with DUI related collisions. There were over 1000 collisions between 2014 and 2018 where alcohol and/or drugs were involved, with about 284 causing injury and 23 fatalities.

Distracted driving has become an inherent problem throughout the nation. Cell phones and texting have become an increasing issue throughout the years for the City of Corona. There has been an increase in traffic collisions involving distracted drivers, attributing this as the primary collision factor, or as an associated factor in these collisions.

Pedestrian, bicycle, and motorcycle related collisions continue to be an issue in Corona. Between 2014-2018 there were 457 total collisions involving pedestrians (226), bicycles (150) and motorcycles (81). During the same time-period, injuries were sustained in 194 pedestrian, 120 bicycle, and 52 motorcycle collisions. There were 7 pedestrian fatalities, 1 bicycle fatality and 3 motorcycle fatalities. There was little change from the 2013-2017 average and in some cases slight improvement. Over the last three years there has been an increase in motorcycle collisions, and pedestrian/bicycle fatalities. The majority of Pedestrian and Bicycle fatalities in the last 5 years have occurred within the last three years.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.

2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a " HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	0
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	5
9. Conduct DUI Saturation Patrol operation(s).	13
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	34
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	18
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	8

13. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	6
14. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	10
15. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	9

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.Media Requirements
- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
  - If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
  - If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
  - Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.

- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. **Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.
  -

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-20	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$70,000.00
402PT-20	20.600	State and Community Highway Safety	$40,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Straight time		$0.00
Overtime		
DUI/DL Checkpoints	20.608	$57,089.00
DUI Saturation Patrols	20.608	$6,876.00
Benefits OT @ 3.15%	20.608	$2,015.00
Traffic Enforcement	20.600	$14,986.00
Distracted Driving	20.600	$7,934.00
Motorcycle Safety	20.600	$3,526.00
Night-time Click It Or Ticket	20.600	$2,645.00
Pedestrian and Bicycle Enforcement	20.600	$4,408.00
Traffic Safety Education	20.600	$3,173.00
Benefits OT @ 3.15%	20.600	$1,155.00
Category Sub-Total		$103,807.00
B. TRAVEL EXPENSES		
In State Travel	20.600	$2,173.00
		$0.00
Category Sub-Total		$2,173.00
C. CONTRACTUAL SERVICES		
		$0.00
Category Sub-Total		$0.00
D. EQUIPMENT		
		$0.00
Category Sub-Total		$0.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	$395.00
Alcohol Testing	20.608	$3,625.00
Category Sub-Total		$4,020.00
F. INDIRECT COSTS		
		$0.00
Category Sub-Total		$0.00
GRANT TOTAL		**$110,000.00**

BUDGET NARRATIVE	
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	**QUANTITY** 5
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	13
Benefits OT @ 3.15% - Overtime benefits Unemployment Insurance 0.15% Medicare 3.00%	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	34
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	18
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	10
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	9
Benefits OT @ 3.15% - Overtime benefits Unemployment Insurance 0.15% Medicare 3.00%	1
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES -	
EQUIPMENT -	
OTHER DIRECT COSTS DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and	1

canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	
Alcohol Testing - testing conducted to determine DUI probationers' compliance with terms and conditions of probation. Costs may include lab testing fees and testing supplies such as mouth pieces, cups and test kits.	5
INDIRECT COSTS -	

STATEMENTS/DISCLAIMERS

Program Income default statement:
There will be no program income generated from this grant.

Enforcement Grant Quota Disclaimer:
Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

     recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with
this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit
Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies,
including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or
that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a
waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES
All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

File #: 19-0797

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of the creation of a new Capital Improvement Project ("CIP") titled "CFD 10-Year Plan" and appropriations to the new project.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the creation of a new Capital Improvement Project titled "CFD 10-Year Plan."

2. Authorize appropriations totaling $52,000 from the following sources: $12,000 from CFD 2002-2 LMD Fund 247, $26,000 from CFD 97-1 Landscape Fund 248, $9,000 from CFD/LMD 2002-3 Landscape Fund 251, and $5,000 from CFD/LMD 2011-1 Landscape Fund 253, to the new CFD 10-Year Plan ("Project") CIP.

3. Authorize the budgetary transfer of $78,000 from the "Landscape Retrofit Project," CIP 7046, to the new Project in CFD 2001-1 Landscape Fund 249.

4. Authorize an administrative change order to transfer funding from accounts 24765330-42900 in the amount of $10,977, 24865330-42900 in the amount of $18,893, 24900000-42900 in the amount of $32,035, 25165330-42900 in the amount of $8,712, and 25365330-42900 in the amount of $3,964 to the same fund and amounts for the newly created CIP for Purchase Order P21420.

ANALYSIS:
The City of Corona ("City") manages several community facilities districts ("CFDs"). These CFDs are responsible for specific maintenance activities in various areas throughout the City. Funding for maintenance comes from special assessments that are levied on the parcels within the boundaries of the CFDs. Each CFD operates independently of one another. This project will pertain to five CFDs in the City, a map of which is attached as Exhibit "A," and the landscaping areas which they are each

responsible for.

In order to ensure each individual CFD has both a master capital improvement and financial plan in place, City staff is recommending the creation of a Capital Improvement Project ("CIP") titled "CFD 10 -Year Plan." The plan will be developed in two phases. The first phase will involve the assessment of the existing landscaping areas in order to develop a long-term master capital improvement plan for the eventual rehabilitation and replacement of landscaping and irrigation. The plan will evaluate the condition of the plant materials, irrigation, and any slope areas that may require special maintenance, and develop a prioritization for the proposed projects based on the current condition and anticipated life cycle. It will also provide construction cost estimates for the projects by landscape meter.

The second phase of the project will entail the development of a financial model for each CFD. The models will be developed to ensure that ongoing maintenance and CIPs can be performed, while still maintaining the necessary financial health and reserve balances for each CFD. The model will provide the roadmap for the planned CIPs for each district, as well as become a tool for gauging the appropriate level of service and the basis for revenue adjustments in the future.

City staff already conducted a Request for Proposals (RFP) 19-035HC for the phase one portion of the work and awarded it to BMLA, Inc., under Purchase Order ("PO") P21420 in the amount of $74,581, as per the City's purchasing guidelines. However, in order to allow for better tracking of the project and authorize funding for the second phase of the project, staff requests an administrative change order to transfer the funding currently allocated to PO P21420 from accounts 24765330-42900 in the amount of $10,977, 24865330-42900 in the amount of $18,893, 24900000-42900 in the amount of $32,035, 25165330-42900 in the amount of $8,712, and 25365330-42900 in the amount of $3,964 to the corresponding amounts and funds in the new CIP account number.

COMMITTEE ACTION:
This item was taken to the Parks and Recreation Commission on August 14, 2019, as part of a presentation on upcoming projects.

STRATEGIC PLAN:
This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective C: Ensure adequate funding for investments and improvement in infrastructure that support public safety. The recommended action will help achieve these goals by developing a plan to ensure that appropriate funding is available for needed capital improvement projects in the future.

FISCAL IMPACT:
There are sufficient funds available in the various Community Facilities Districts for the requested appropriations. All monies not used will be returned to the fund balance at the completion of the project.

Fund	07/01/19 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/20 Est. Fund Balance	CFD 10 Year Plan CIP Budget
CFD 2002-2 LMD Fund 247	$327,837	$80,568	($53,434)	Appropriation ($12,000)	$342,971	$12,000
CFD 97-1 Landscape Fund 248	$666,311	$455,649	($367,521)	Appropriation ($26,000)	$728,439	$26,000
CFD 2001-1 Landscape Fund 249	$3,835,288	$785,133	($648,157)	Budget Transfer Net $0	$3,972,264	$78,000
CFD/LMD 2002-3 Landscape Fund 251	$312,182	$25,390	($27,897)	Appropriation ($9,000)	$300,675	$9,000
CFD/LMD 2011-1 Landscape Fund 253	$208,006	$84,160	($77,135)	Appropriation ($5,000)	$210,031	$5,000
					Total	**$130,000**

This Council Action would also authorize an administrative change order to transfer funds from and to the following accounts:

From	Amount	To	Amount
24765330-42900	($10,977)	24700000-42900/New CIP-42900	$10,977
24865330-42900	($18,893)	24800000-42900/New CIP-42900	$18,893
24900000-42900/70460249-42900	($32,035)	25100000-42900/New CIP-42900	$32,035
25165330-42900	($8,712)	25100000-42900/New CIP-42900	$8,712
25365330-42900	($3,964)	25300000-42900/New CIP-42900	$3,964
Total:	($74,581)	Total:	$74,581

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 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 action merely authorizes City staff to develop a plan for future capital improvement projects, and there is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. CFD Areas

File #: 19-0797

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of the creation of a new Capital Improvement Project ("CIP") titled "CFD 10-Year Plan" and appropriations to the new project.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the creation of a new Capital Improvement Project titled "CFD 10-Year Plan."

2. Authorize appropriations totaling $52,000 from the following sources: $12,000 from CFD 2002-2 LMD Fund 247, $26,000 from CFD 97-1 Landscape Fund 248, $9,000 from CFD/LMD 2002-3 Landscape Fund 251, and $5,000 from CFD/LMD 2011-1 Landscape Fund 253, to the new CFD 10-Year Plan ("Project") CIP.

3. Authorize the budgetary transfer of $78,000 from the "Landscape Retrofit Project," CIP 7046, to the new Project in CFD 2001-1 Landscape Fund 249.

4. Authorize an administrative change order to transfer funding from accounts 24765330-42900 in the amount of $10,977, 24865330-42900 in the amount of $18,893, 24900000-42900 in the amount of $32,035, 25165330-42900 in the amount of $8,712, and 25365330-42900 in the amount of $3,964 to the same fund and amounts for the newly created CIP for Purchase Order P21420.

ANALYSIS:
The City of Corona ("City") manages several community facilities districts ("CFDs"). These CFDs are responsible for specific maintenance activities in various areas throughout the City. Funding for maintenance comes from special assessments that are levied on the parcels within the boundaries of the CFDs. Each CFD operates independently of one another. This project will pertain to five CFDs in the City, a map of which is attached as Exhibit "A," and the landscaping areas which they are each

responsible for.

In order to ensure each individual CFD has both a master capital improvement and financial plan in place, City staff is recommending the creation of a Capital Improvement Project ("CIP") titled "CFD 10 -Year Plan." The plan will be developed in two phases. The first phase will involve the assessment of the existing landscaping areas in order to develop a long-term master capital improvement plan for the eventual rehabilitation and replacement of landscaping and irrigation. The plan will evaluate the condition of the plant materials, irrigation, and any slope areas that may require special maintenance, and develop a prioritization for the proposed projects based on the current condition and anticipated life cycle. It will also provide construction cost estimates for the projects by landscape meter.

The second phase of the project will entail the development of a financial model for each CFD. The models will be developed to ensure that ongoing maintenance and CIPs can be performed, while still maintaining the necessary financial health and reserve balances for each CFD. The model will provide the roadmap for the planned CIPs for each district, as well as become a tool for gauging the appropriate level of service and the basis for revenue adjustments in the future.

City staff already conducted a Request for Proposals (RFP) 19-035HC for the phase one portion of the work and awarded it to BMLA, Inc., under Purchase Order ("PO") P21420 in the amount of $74,581, as per the City's purchasing guidelines. However, in order to allow for better tracking of the project and authorize funding for the second phase of the project, staff requests an administrative change order to transfer the funding currently allocated to PO P21420 from accounts 24765330-42900 in the amount of $10,977, 24865330-42900 in the amount of $18,893, 24900000-42900 in the amount of $32,035, 25165330-42900 in the amount of $8,712, and 25365330-42900 in the amount of $3,964 to the corresponding amounts and funds in the new CIP account number.

COMMITTEE ACTION:
This item was taken to the Parks and Recreation Commission on August 14, 2019, as part of a presentation on upcoming projects.

STRATEGIC PLAN:
This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective C: Ensure adequate funding for investments and improvement in infrastructure that support public safety. The recommended action will help achieve these goals by developing a plan to ensure that appropriate funding is available for needed capital improvement projects in the future.

FISCAL IMPACT:
There are sufficient funds available in the various Community Facilities Districts for the requested appropriations. All monies not used will be returned to the fund balance at the completion of the project.

Fund	07/01/19 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/20 Est. Fund Balance	CFD 10 Year Plan CIP Budget
CFD 2002-2 LMD Fund 247	$327,837	$80,568	($53,434)	Appropriation ($12,000)	$342,971	$12,000
CFD 97-1 Landscape Fund 248	$666,311	$455,649	($367,521)	Appropriation ($26,000)	$728,439	$26,000
CFD 2001-1 Landscape Fund 249	$3,835,288	$785,133	($648,157)	Budget Transfer Net $0	$3,972,264	$78,000
CFD/LMD 2002-3 Landscape Fund 251	$312,182	$25,390	($27,897)	Appropriation ($9,000)	$300,675	$9,000
CFD/LMD 2011-1 Landscape Fund 253	$208,006	$84,160	($77,135)	Appropriation ($5,000)	$210,031	$5,000
					Total	**$130,000**

This Council Action would also authorize an administrative change order to transfer funds from and to the following accounts:

From	Amount	To	Amount
24765330-42900	($10,977)	24700000-42900/New CIP-42900	$10,977
24865330-42900	($18,893)	24800000-42900/New CIP-42900	$18,893
24900000-42900/70460249-42900	($32,035)	25100000-42900/New CIP-42900	$32,035
25165330-42900	($8,712)	25100000-42900/New CIP-42900	$8,712
25365330-42900	($3,964)	25300000-42900/New CIP-42900	$3,964
Total:	($74,581)	Total:	$74,581

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 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 action merely authorizes City staff to develop a plan for future capital improvement projects, and there is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

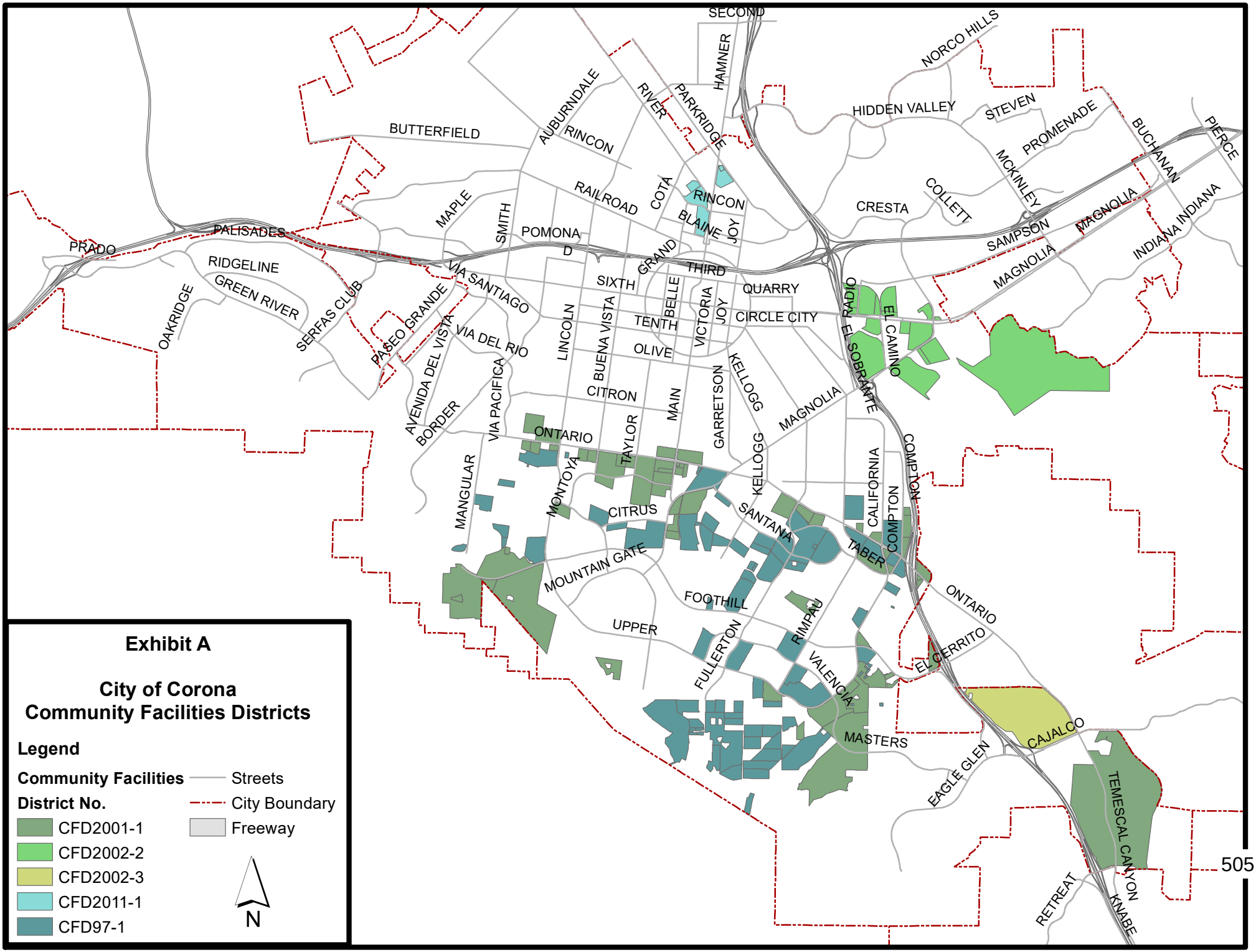
REVIEWED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. CFD Areas


SECOND
HAMNER
NORCO HILLS
AUBURNDALE
RIVER
PARKRIDGE
HIDDEN VALLEY
STEVEN
PROMENADE
BUCHANAN
PIERCE
BUTTERFIELD
RINCON
MCKINLEY
RAILROAD
COTA
RINCON
COLLETT
CRESTA
MAPLE
SMITH
POMONA
BLAINE
JOY
SAMPSON
MAGNOLIA
INDIANA
PALISADES
PRADO
D
GRAND
THIRD
RIDGELINE
VIA SANTIAGO
SIXTH
QUARRY
GREEN RIVER
OAKRIDGE
SERFAS CLUB
PASEO GRANDE
LINCOLN
BUENA VISTA
BELLE
VICTORIA
JOY
TENTH
CIRCLE CITY
EL CAMINO
AVENIDA DEL VISTA
VIA DEL RIO
OLIVE
KELLOGG
BORDER
VIA PACIFICA
CITRON
MAIN
GARRETSON
MAGNOLIA
ONTARIO
TAYLOR
MONTOYA
MANGULAR
CITRUS
SANTANA
CALIFORNIA
COMPTON
TABER
MOUNTAIN GATE
FOOTHILL
ONTARIO
UPPER
FULLERTON
RIMPAU
VALENCIA
EL CERRITO
MASTERS
CAJALCO
EAGLE GLEN
TEMESCAL CANYON
RETREAT
KNABE
Exhibit A
City of Corona
Community Facilities Districts
Legend
Community Facilities
District No.
CFD2001-1
CFD2002-2
CFD2002-3
CFD2011-1
CFD97-1
Streets
City Boundary
Freeway
N

File #: 19-0796

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of accepting the public improvements associated with 705 North Main Street and release the appropriate Grading and Improvement Securities - Waypoint Corona, LLC, a Delaware Limited Liability Company.

RECOMMENDED ACTION:
That the City Council:

1. Accept the public improvements associated with 705 North Main Street.

2. Retain twenty-five percent of the Faithful Performance Security for one year beyond the acceptance of the improvements as security for repair or replacement of any improvements that fail to meet City Standards at the end of the one-year period (1045707).

3. Retain the Labor and Material Security for six months beyond the acceptance of the improvements, and automatically release the security, unless any claims are filed (1045707).

4. Release the Precise Grading and Erosion Control Securities (1045709 and R1099).

ANALYSIS:
On October 4, 2017, Waypoint Corona, LLC, the owner of a lot located at 705 North Main Street in the Mixed Use (MU) Zone, entered into Grading and Improvement Agreements with the City to renovate an existing 94,641 square-foot structure, and add 5,840 square-feet to its footprint. The owner also proposed to construct a new 3,149 square-foot drive-through restaurant on the 10.74-acre lot. On December 21, 2016, City Council affirmed the Planning and Housing Commission's action to grant Precise Plan (PP) 16-013M and Conditional Use Permit (CUP) 16-006 for the renovation of the existing commercial center, and the 3,149 square-foot drive-through restaurant. On May 17, 2017 and August 1, 2018, the City Council affirmed the Planning and Housing Commission's action to grant CUP16-008 for the establishment of a 37,505 square-foot fitness center and CUP201[illegible]

-0005 for a 34,100 square-foot trampoline park facility, respectively, in connection with the redevelopment of the commercial center, as shown on Exhibit “A.”

All of the grading and improvements secured by these agreements have now been completed and inspected to ensure conformation with City specifications.

Twenty-five percent of the Faithful Performance Security 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. Any written claims against the performance security must be made prior to the one-year guarantee period, which is set to expire June 5, 2020. City staff must release the Faithful Performance Security one year after acceptance of the improvements by the 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 site has been precise graded in accordance with all City Standards and the approved Grading Plan. Therefore, it is appropriate to release the Precise Grading and Erosion Control Securities at this time.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
All applicable fees have been paid by the owner. It is the City’s responsibility to begin the maintenance of the public improvements one year after the date of acceptance. Costs for maintaining the public improvements will be included in the Maintenance Services’ Annual Operating Budget.

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 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 action merely releases the current security associated with the grading and public improvements. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

PREPARED BY: CHRISTOPHER L. HORN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES

DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit “A” - Location Map

Owner: Waypoint Corona, LLC
567 San Nicholas Street
Newport Beach, CA 92660

Engineer: Walden & Associates
2552 White Road, Suite B
Irvine, CA 92614

File #: 19-0796

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
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COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

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PREPARED BY: CHRISTOPHER L. HORN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES

DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

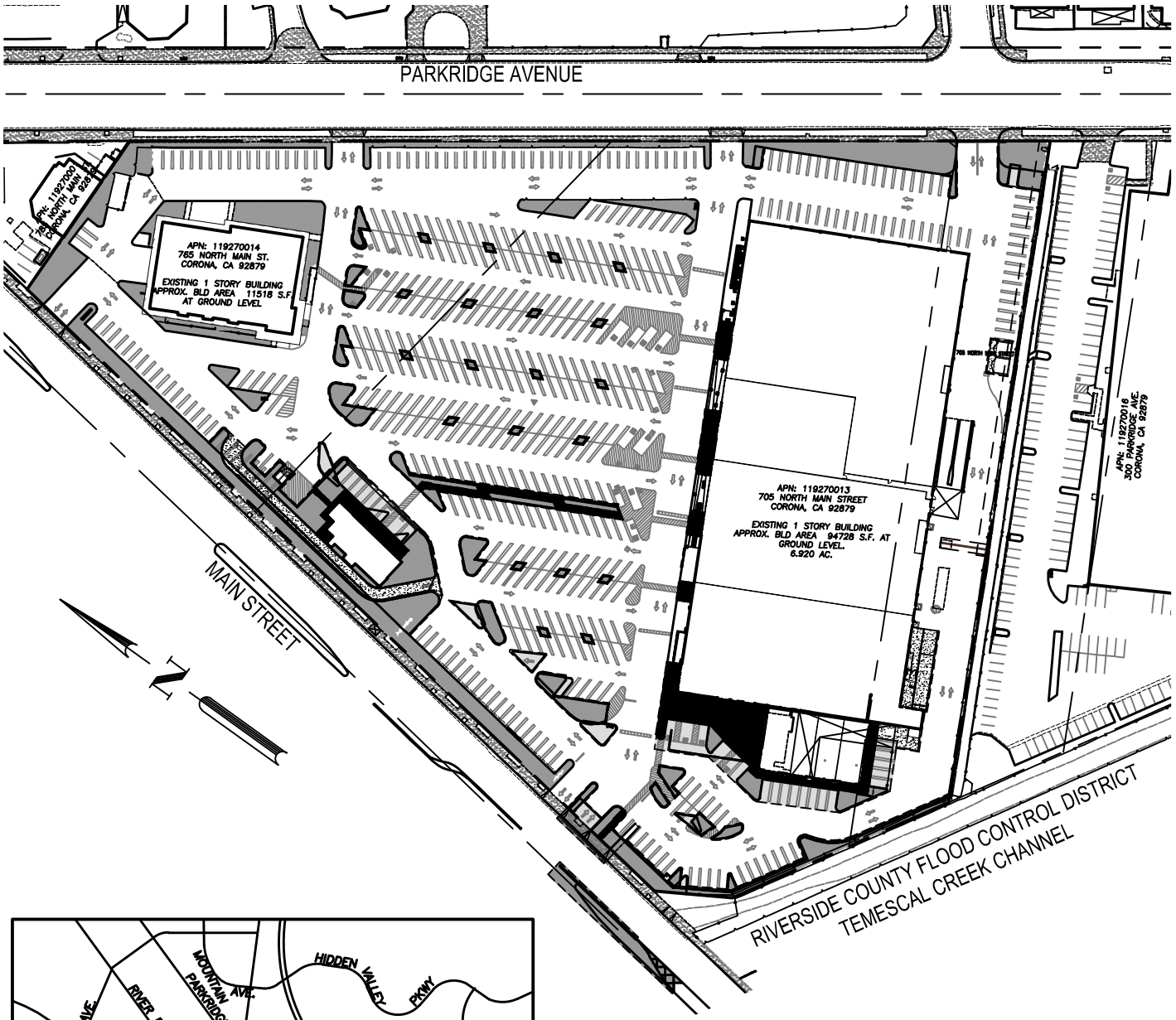
SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

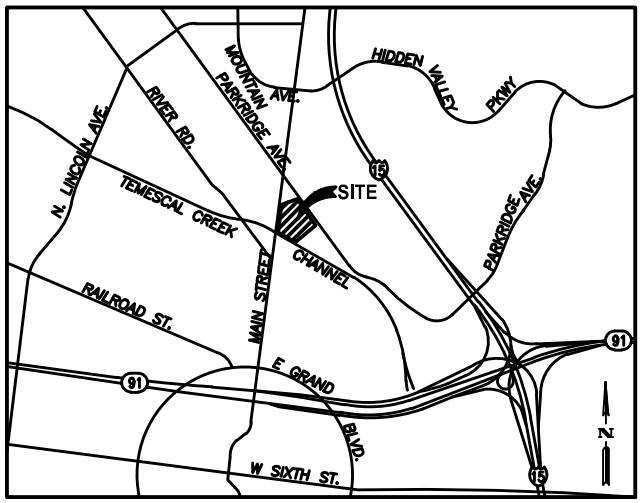
Attachments:

1. Exhibit “A” - Location Map

Owner: Waypoint Corona, LLC
567 San Nicholas Street
Newport Beach, CA 92660

Engineer: Walden & Associates
2552 White Road, Suite B
Irvine, CA 92614





VICINITY MAP

WALDEN & ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

EXHIBIT "A"- LOCATION MAP
705 N MAIN STREET
MAIN STREET CROSSROADS

DWG. NO. 1

SCALE: NTS

File #: 19-0798

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration of accepting the public improvements associated with 1060 East Third Street and release the appropriate Grading and Improvement Securities - Nathaniel A. Tinlin and Vila N. Tinlin, husband and wife.

RECOMMENDED ACTION:
That the City Council:

1. Accept the public improvements associated with 1060 East Third Street.

2. Retain twenty-five percent of the Faithful Performance Security for one year beyond the acceptance of the improvements as security for repair or replacement of any improvements that fail to meet City Standards at the end of the one-year period (DEP16-0194).

3. Retain the Labor and Material Security for six months beyond the acceptance of the improvements, and automatically release the security, unless any claims are filed (DEP16-0195).

4. Release the Precise Grading and Erosion Control Securities (DEP16-0196 and DEP16-0197).

ANALYSIS:
On January 18, 2017, Nathaniel and Vila Tinlin, the owners of the property located at 1060 East Third Street in the Single-Family Residential Zone, entered into Grading and Improvement Agreements with the City to construct a single-family residence, as shown on Exhibit “A.”

All of the grading and improvements secured by these agreements have now been completed and inspected to ensure conformation with City specifications.

Twenty-five percent of the Faithful Performance Security 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. Any written claims against the performance security must be made prior to the one-year guarantee period, which is set to expire September 18, 2020. City staff must release the Faithful Performance Security one year after acceptance of the improvements by the 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 site has been precise graded in accordance with all City Standards and the approved Grading Plan. Therefore, it is appropriate to release the Precise Grading and Erosion Control Securities at this time.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
All applicable fees have been paid by the developer.

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 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 action merely releases the current security associated with a ministerial permit. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Exhibit “A” - Location Map

Owner: Nate Tinlin
P.O. Box 6568
Corona, CA 92878

Engineer: Joe Engineering
20909 Tulsa Street
Chatsworth, CA 91311

powered by Legistar™

File #: 19-0798

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
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COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
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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 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 action merely releases the current security associated with a ministerial permit. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

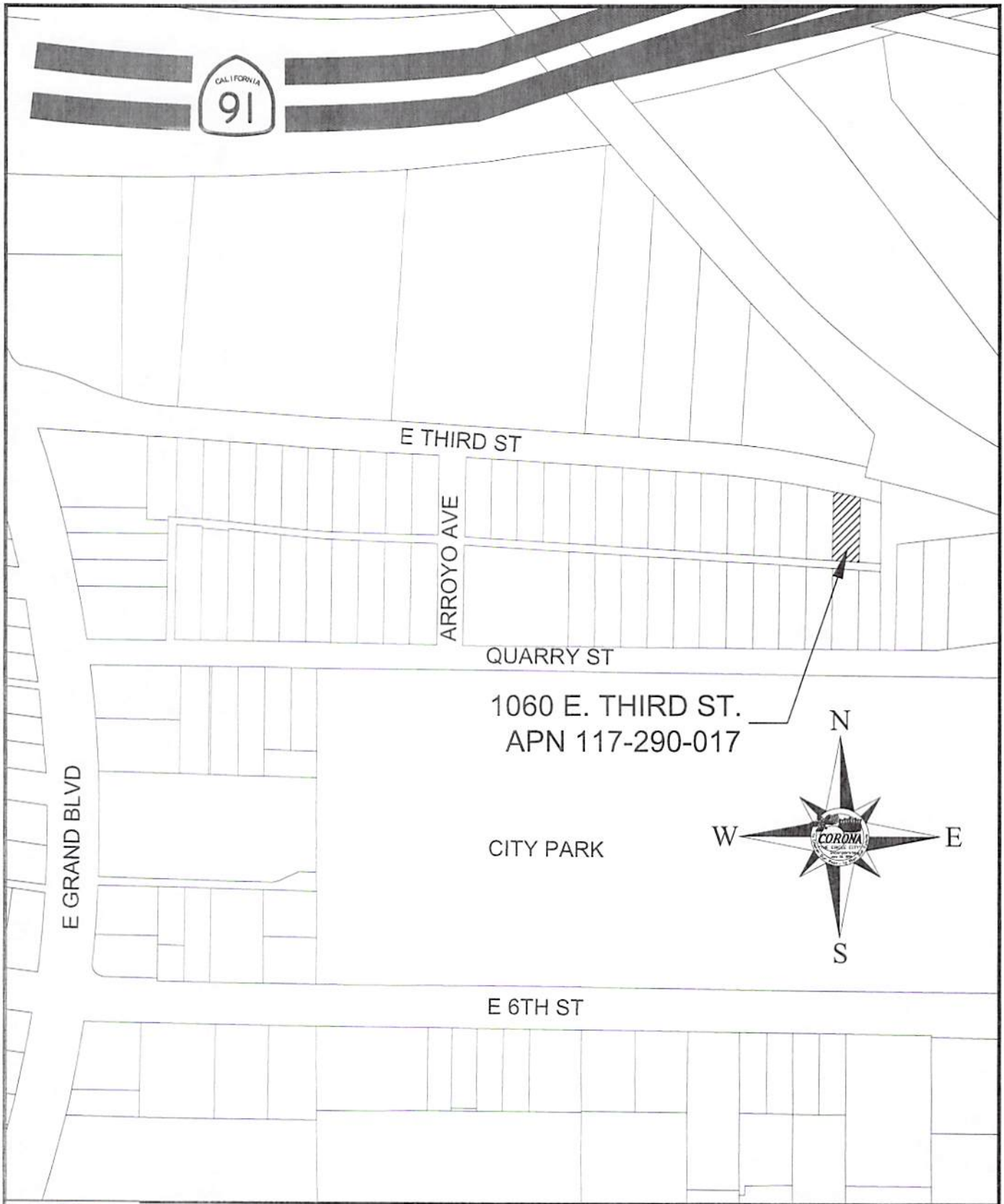
REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Exhibit “A” - Location Map

Owner: Nate Tinlin
P.O. Box 6568
Corona, CA 92878

Engineer: Joe Engineering
20909 Tulsa Street
Chatsworth, CA 91311



CITY OF CORONA
LAND DEVELOPMENT DIVISION
400 S. VICENTIA AVE. CORONA,CA 92882
TELEPHONE (951) 736-2436
Prepared by:
FELICIA MARSHALL

EXHIBIT A

1060 E. THIRD STREET
APN 117-290-017

Drawing No. 1
Scale: NO SCALE

File #: 19-0792

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:
City Council to receive and file Personnel Report.

RECOMMENDED ACTION:
That the City Council receive and file the Personnel Report for employee updates and recruitment transactions.

ANALYSIS:
The Personnel Report includes the employee updates and recruitments noted below. These transaction types are reported to Council for informational purposes each meeting to enhance transparency. The report includes new activity only since the previous meeting. The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.

Full-Time Appointments

Employee Name	*Department*	*Position*	*Pay Range*	*Effective Date*
Davis, Naisha	Administrative Services	Accounting Supervisor (Provisional)	$6,309 - $7,703	August 19, 2019

Retirements - None

Full-Time Promotions

Employee Name	*Department*	*Position*	*Pay Range*	*Effective Date*
Anagnos, Dennis	Maintenance Services	Fleet Technician III Flex	$4,109 - $5,016	August 17, 2019
Avalos, Rolando	Maintenance Services	Fleet Technician III Flex	$4,109 - $5,016	August 17, 2019
Lathrop, Megan	Community Development	Building Permit Tech II Flex	$3,851 - $4,701	August 17, 2019
Young, Kasey	Police Department	Animal Control Officer I	$3,170 - $3,870	August 17, 2019

Open/Competitive Recruitments

Position	*Department*	*Position Type*	*Open Date*	*Closed Date*
Library & Recreation Services Leader II	Library & Recreation Services	Part-Time	August 29, 2019	Continuous
Animal Care Attendant	Police Department	Part-Time	August 12, 2019	August 30, 2019

Internal/Promotional Recruitments

Position	*Department*	*Position Type*	*Open Date*	*Closed Date*
City Traffic Engineer	Public Works	Full-Time	August 27, 2019	August 31, 2019

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Not applicable.

ENVIRONMENTAL ANALYSIS:
Environmental review is not required. The proposed actions are not a project under the California Environmental Quality Act.

PREPARED BY: EDELIA EVELAND, HUMAN RESOURCES MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

File #: 19-0827

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: September 18, 2019

TO: Honorable Mayor and City Council Members

FROM: Legal & Risk Management Department (City Attorney's Office)

SUBJECT:
City Council consideration of Resolution No. 2019-082 appointing Mitchell Lansdell as Interim City Manager and approving employment agreement.

RECOMMENDED ACTION:
That the City Council adopt Resolution No. 2019-082 appointing Mitchell Lansdell as Interim City Manager and approving employment agreement.

ANALYSIS:
With the position of City Manager becoming vacant at close of business on August 16, 2019, the City Council desires to appoint Mitchell Lansdell, who is a retired member of CalPERS, as Interim City Manager. The appointment would be effective as of today's date and would continue, unless terminated early by the City or Mr. Lansdell, until the permanent replacement for the vacant position of City Manager commences his or her employment. Although unlikely, it would also terminate early if Mr. Lansdell reaches 960 hours during this fiscal year (July 1st through June 30th) before a permanent City Manager is selected, as that is a limitation of state law.

Mr. Lansdell has been working in municipal government since 1972, first with the City of Los Alamitos as Recreation Director and Director of Administrative Services. Mr. Lansdell joined the City of Gardena in 1985, first as Assistant City Manager for about 12 years and then as City Manager for almost 20 years (from October 1997 through December 2016).

Mr. Lansdell indicates that he successfully guided the City of Gardena in eliminating a $5.2M budget deficit and also lead them from possible bankruptcy to investment grade ratings with Moody's and Standard and Poor's. In 2017, the City enjoyed a fund balance of $21.3M.

Mr. Lansdell has a bachelor's degree and a master's degree in Education.

The attached proposed Employment Agreement reflects Mr. Lansdell's appointment as Interim City Manager, his hourly rate of $119.896 (calculated pursuant to the requirements of Government Code Section 21221(h)), and the expiration/termination date noted above.

The recruitment for the permanent City Manager is progressing. The application period has closed, and the City Council is expected to begin its review of the applicants this week.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The fiscal impact is $4,795.84 for a given 40-hour work week, plus reimbursement for any necessary expenses approved by the City Council pursuant to AP # 01200.001 (e.g. mileage). Funding for Fiscal Year 2019-20 is included in the budget.

ENVIRONMENTAL ANALYSIS:
This action is categorically 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 action merely involves a limited-term employment agreement and thus will not result in any significant effect on the environment.

PREPARED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: EDELIA EVELAND, HUMAN RESOURCES MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

Attachments:
1. Resolution No. 2019-082
2. Employment Agreement (Interim City Manager)

File #: 19-0827

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: September 18, 2019

TO: Honorable Mayor and City Council Members

FROM: Legal & Risk Management Department (City Attorney's Office)

SUBJECT:
City Council consideration of Resolution No. 2019-082 appointing Mitchell Lansdell as Interim City Manager and approving employment agreement.

RECOMMENDED ACTION:
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ANALYSIS:
With the position of City Manager becoming vacant at close of business on August 16, 2019, the City Council desires to appoint Mitchell Lansdell, who is a retired member of CalPERS, as Interim City Manager. The appointment would be effective as of today's date and would continue, unless terminated early by the City or Mr. Lansdell, until the permanent replacement for the vacant position of City Manager commences his or her employment. Although unlikely, it would also terminate early if Mr. Lansdell reaches 960 hours during this fiscal year (July 1st through June 30th) before a permanent City Manager is selected, as that is a limitation of state law.

Mr. Lansdell has been working in municipal government since 1972, first with the City of Los Alamitos as Recreation Director and Director of Administrative Services. Mr. Lansdell joined the City of Gardena in 1985, first as Assistant City Manager for about 12 years and then as City Manager for almost 20 years (from October 1997 through December 2016).

Mr. Lansdell indicates that he successfully guided the City of Gardena in eliminating a $5.2M budget deficit and also lead them from possible bankruptcy to investment grade ratings with Moody's and Standard and Poor's. In 2017, the City enjoyed a fund balance of $21.3M.

Mr. Lansdell has a bachelor's degree and a master's degree in Education.

The attached proposed Employment Agreement reflects Mr. Lansdell's appointment as Interim City Manager, his hourly rate of $119.896 (calculated pursuant to the requirements of Government Code Section 21221(h)), and the expiration/termination date noted above.

The recruitment for the permanent City Manager is progressing. The application period has closed, and the City Council is expected to begin its review of the applicants this week.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The fiscal impact is $4,795.84 for a given 40-hour work week, plus reimbursement for any necessary expenses approved by the City Council pursuant to AP # 01200.001 (e.g. mileage). Funding for Fiscal Year 2019-20 is included in the budget.

ENVIRONMENTAL ANALYSIS:
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PREPARED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: EDELIA EVELAND, HUMAN RESOURCES MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

Attachments:
1. Resolution No. 2019-082
2. Employment Agreement (Interim City Manager)

RESOLUTION NO. 2019-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA APPOINTING MITCHELL LANSDELL AS CITY MANAGER ON AN INTERIM BASIS AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, Government Code Sections 7522.56 and 21221(h) permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of City Manager became vacant at close of business on August 16, 2019 with the departure of the incumbent employee, Darrell Talbert; and

WHEREAS, in order to retain efficient and uninterrupted operation and management of the City Manager's Office, the City Council desires to retain the services of Mitchell Lansdell, who is a retired member of CalPERS, to serve as Interim City Manager, effective September 18, 2019; and

WHEREAS, Mr. Lansdell has extensive experience in managing, directing and overseeing various city operations given his prior employment as both Assistant City Manager and City Manager for the City of Gardena for more than 30 years; and

WHEREAS, an appointment under Government Code Section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is ongoing; and

WHEREAS, the 180-day wait period requirement set forth in Government Code Section 7522.56(f) does not apply because Mr. Lansdell has been retired for more than 180 days; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent replacement for the vacant position of City Manager commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Mr. Lansdell; and

WHEREAS, it is understood by the City and Mr. Lansdell that the combined total hours to be served by Mr. Lansdell in any fiscal year, for all CalPERS employers combined

and all retired annuitant positions, shall not exceed the 960-hour limitation set forth in California Government Code Sections Section 7522.56(d), 21221(h) and 21224; and

WHEREAS, the compensation paid to retired annuitants cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate; and

WHEREAS, the maximum base monthly salary for this position is $20,782 and the hourly equivalent is $119.896, and the minimum base monthly salary for this position is $20,782 and the hourly equivalent is $119.896; and

WHEREAS, the hourly rate to be paid to Mr. Lansdell is $119.896; and

WHEREAS, Mr. Lansdell has not and will not receive any other benefits, incentives, compensation in lieu of benefit or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), Mr. Lansdell must certify in writing to the City upon accepting an offer of employment that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment.

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

SECTION 1. All facts set forth in the background section of this Resolution are true and correct.

SECTION 2. Mr. Lansdell has the specialized skills needed to perform the work required of the City Manager position on an interim basis until a permanent City Manager is appointed by the City and thereafter begins service.

SECTION 3. The City Council hereby appoints Mr. Lansdell as interim City Manager effective September 18, 2019, until the date immediately preceding the date on which the permanent replacement for the vacant position of City Manager commences his or her employment, unless earlier terminated, pursuant to the authority provided under Government Code Sections 21221(h) and 7522.56, pending the recruitment, selection and employment of a permanent City Manager, to provide the specialized skills necessary to manage the City Manager's Office effectively.

SECTION 4. The employment agreement with Mr. Lansdell, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved by the City Council.

SECTION 5. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2019.

_____
Mayor of the City of Corona, California

ATTEST:

_____
City Clerk of the City of Corona, California

EXHIBIT "A"
EMPLOYMENT AGREEMENT

[SEE ATTACHED 5 PAGES]

EMPLOYMENT AGREEMENT
(INTERIM CITY MANAGER)

1. PARTIES AND DATE.

This Employment Agreement ("Agreement") is made by and between the CITY OF CORONA, a municipal corporation ("City") and Mitchell G. Lansdell ("Employee"), effective September 18, 2019, to provide in writing the terms and conditions of employment as interim City Manager. The City and Employee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 **Interim City Manager**. Due to Employee's experience and specialized skills, the City desires to employ the services of Employee as City Manager of the City of Corona on an interim basis, and Employee desires to accept employment as City Manager on an interim basis. It is the desire of the Parties through this Agreement to establish conditions of employment and to set working conditions for Employee.

2.2 **Temporary Appointment**. Employee's employment is authorized by Government Code Sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all CalPERS employers.

2.3 **Employee Representations**. Employee represents that:

2.3.1 He is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h).

2.3.2 As of the effective date of this Agreement, he has worked approximately 499 hours for a CalPERS state or contracting agency as a retired annuitant during the 2019-20 fiscal year. He acknowledges that he can work up to 960 hours for the City, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during any fiscal year. Therefore, he has approximately 461 hours remaining in fiscal year 2019-2020 to provide services to the City as interim City Manager.

2.3.3 He has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

2.3.4 He has been retired in excess of 180 days and, therefore, is not subject to the waiting period set forth in Government Code Section 7522.56(f).

3. TERMS.

3.1 **Duties**. In accordance with Resolution No. 2019-082, the City Council has appointed Employee as City Manager on an interim basis. Thus, the City shall employ Employee as City Manager of the City on an interim basis to perform the duties and functions pertaining to the City Manager position, and to perform other legally permissible duties and such functions as the City Council shall from time to time assign. The City Council shall have the authority to determine the specific duties and functions which Employee shall perform under this Agreement and the means and manner by which Employee shall perform those duties and functions. Employee agrees to devote all of his business time, subject to the hourly limitation set forth under Section 21221(h), skill, attention, and best efforts to the discharge of the duties and functions assigned to him by the City Council.

3.2 **City Documents**. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.3 **Conditions of Employment.**

3.3.1 Part Time Authorized. Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City. However, in accordance with Government Code Section 21221(h), Employee shall not work under this Agreement for more than a total of 960 hours in any fiscal year. It is understood by both Parties that employment with other CalPERS employers shall count against the 960 hours per fiscal year limitation. In the event Employee is providing services to any other CalPERS agencies during the term of this Agreement, Employee must notify the City of such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Employee is performing services for that other public agency to ensure that the maximum number of hours is not exceeded. Employee shall be allowed to establish a schedule that is less than full time in order to maximize the use of the 960 hours throughout an entire fiscal year; provided, however, that Employee's schedule shall be acceptable to the City Council and shall be established in advance.

3.3.2 No Conflicts. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

3.3.3 No Overtime Authorized. The position is a temporary, hourly assignment, but in no event shall Employee be entitled to record overtime or receive compensation therefor. The City, through the City Council, will assign Employee hours to work. Due to the nature of

the position, it is understood that the work day and work week hours may vary, however Employee shall not exceed the limitations set forth in this paragraph. These limitations are in addition to the annual limitation.

3.4 **Compensation; No Fringe Benefits.**

3.4.1 Compensation. For services rendered pursuant to this Agreement, Employee shall be compensated at the hourly rate of $119.896. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City's publicly-available pay schedule. This hourly rate is established pursuant to the requirements of Government Code Section 21221(h) and may only be modified if permitted thereby. The compensation shall be paid at the same time and in the same manner as salaries are usually paid to miscellaneous employees of the City and shall be subject to all applicable taxes, and other required deductions. Such compensation shall be Employee's sole compensation for his service under this Agreement. Notwithstanding the foregoing, the City shall pay for workers' compensation insurance for Employee. Employee shall not be entitled to any additional benefits provided by the City to its employees, including, but not limited to, paid vacation, paid holiday leave, paid sick leave, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance, and vehicle allowance.

3.4.2 Reimbursable Expenses. The City shall reimburse Employee for his direct, reasonable and necessary expenses incurred in the performance of his duties, as authorized by the City Council pursuant to the provisions of Policy 01200.001 (Travel & Other Expense Reimbursement Policy).

3.5 **Term; Termination.**

3.5.1 Term. The term of this Agreement shall be effective as of September 18, 2019 and shall be a single appointment ending on the date immediately preceding the date on which the permanent appointee to the vacant position of City Manager for the City commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Employee in accordance with Section 3.5.2.

3.5.2 Termination. This Agreement may be terminated with or without cause at any time upon thirty (30) days advance written notice given by Employee to City or immediately upon notice by City to Employee. No compensation or severance payment of any kind shall be payable upon termination of this Agreement, other than any compensation due and owing under this Agreement through the last effective date of employment. The Parties understand and agree that the temporary employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Council, and may be terminated at any time, without notice and with or without cause. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the City Council to terminate, without cause or right of appeal or grievance, the services of the Employee at any time and without notice. Notice of termination may be delivered personally or by mail.

3.6 **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, by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: Edelia Eveland, Human Resources Manager
City of Corona
400 S. Vincentia Avenue
Corona, CA 92882

EMPLOYEE: Mitchell G. Lansdell
329 Avenida Granada
Long Beach, CA 90814

Alternatively, notices required pursuant to this Agreement may be personally served in the manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

3.7 **Indemnification.** The City shall defend, hold harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's services as interim City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of his employment as interim City Manager. This provision shall also not apply with respect to any penalties assessed by CalPERS as a result of Employee's appointment as interim City Manager.

3.8 **General Provisions.**

3.8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes and terminates any prior agreement or understanding between the Parties. This Agreement may be amended in writing and signed by both Parties.

3.8.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.8.3 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his duties as interim City Manager.

3.8.4 Modification. Any modification to this Agreement will be effective only if it is in writing and signed by both Parties.

3.8.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.8.6 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

3.8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County, California.

3.8.8 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.8.9 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

IN WITNESS WHEREOF, the City of Corona has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its City Clerk, and Employee has signed and executed this Agreement, both in duplicate, effective on the day and year first above written.

CITY OF CORONA

By: _____
Jason Scott, Mayor

ATTEST:

_____
Sylvia Edwards, City Clerk

APPROVED AS TO FORM:

_____
Dean Derleth, City Attorney

EMPLOYEE

By: _____
Mitchell G. Lansdell

CERTIFICATION

I, SYLVIA EDWARDS, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 18th day of September, 2019 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 18th day of September, 2019.

_____
City Clerk of the City of Corona, California

(SEAL)

File #: 19-0843

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Management Services Department

SUBJECT:
City Council consideration of options regarding forgiveness or repayment of a General Fund Loan to the Park Development Fund for the acquisition of parkland.

RECOMMENDED ACTION:
That the City Council take any of the following:

1. Adopt Resolution 2019-083 retroactively cancelling, forgoing and discharging, as of July 1, 2019, the previously authorized loan from the General Fund to the Park Development Fund for the acquisition of Parkland and repealing Resolution 2017-057.

Or

2. Adopt Resolution 2019-084 specifying terms of repayment for a previously authorized loan from the general fund to the Park Development fund for the acquisition of Parkland, directing the appropriation of the loan repayment amounts in a specified manner and repealing Resolution 2017-057.

Or

3. Provide further or different direction.

ANALYSIS:
In 1989 Public Improvement Revenue Bonds (“1989 Bonds”) were issued by the Corona Public Financing Authority (“Authority”) to finance the acquisition of approximately 98 acres of property throughout the City of Corona (“City”) to be developed as park sites. The 1989 Bonds were refunded through the issuance of refunding bonds in 1993 (“1993 Bonds”) and the 1993 Bonds were refunded through the issuance of refunding bonds in 2001 (“2001 Bonds”).

The payment of principal and interest on the Bonds was secured by lease payments to be made by the City to the Authority; and the lease payments were intended to be paid from parkland dedication in-lieu fees ("Quimby Fees") imposed upon new development and collected by the City. The amount of Quimby Fees collected and deposited into the Park Development Fund were insufficient to make the lease payments in several years. Commencing in 1993, loans from the City's General Fund to the Park Development Fund were made in such amounts necessary for the City to make the annual lease payments to the Authority, which, in turn, paid the debt service on the Bonds, with the expectation that Quimby Fees to be collected in the future would be used to pay back the loan from the General Fund. The total cumulative amount of the loans from the City's General Fund to the Park Development Fund was $15,200,221 and the balance owed as of July 1, 2019 was $9,275,722 ("General Fund Loan").

On June 15, 2010, the City Council adopted Resolution No. 2010-058 to require that the General Fund Loan be repaid by Quimby Fees as a first priority until the loan is repaid in full.

On June 21, 2017, the City Council adopted Resolution No. 2017-057 to require that the General Fund Loan be repaid by all fees or charges collected by the City for the purpose of acquiring parkland, including, without limitation, Quimby Fees and parkland acquisition development impact fees and repealed Resolution No. 2010-058. This new resolution was adopted because Quimby Fees are only imposed upon certain subdivisions as permitted by Government Code Section 66477 and in order to pay off the General Fund Loan more quickly, the City determined that development impact fees for parkland acquisition that are imposed upon new developments not otherwise required to pay Quimby Fees should also be used to repay the General Fund Loan. It should be noted, however, that Resolution No. 2017-057 expressly provided that the following fees would not be used to repay the General Fund Loan: (1) funds that are voluntarily provided to the City for parkland acquisition or park improvement purposes as part of a negotiated agreement with the City; or (2) funds paid by a developer for which the developer will be entitled to reimbursement from the proceeds of tax exempt bonds.

As explained above, Resolution No. 2010-058 required that all Quimby Fees collected be used to repay the General Fund Loan and Resolution No. 2017-057 expanded that requirement to include development impact fees adopted and imposed for parkland acquisition (with some noted exceptions as discussed above).

Attached to this report are two alternative resolutions for the City Council's consideration concerning the continued use of Quimby Fees and parkland acquisition development impact fees to pay off the General Fund Loan:

1. Resolution 2019- 083: This resolution would cancel, forgive and discharge the General Fund Loan in its entirety effective July 1, 2019. Adoption of this resolution would result in the General Fund Loan being written off and such amount being deducted from the anticipated receivables for the General Fund. Additionally, adoption of this resolution would result in the Quimby Fees and parkland development impact fees remaining in the separate accounts created for those fees and those fees being subject to all the statutory restrictions imposed upon those accounts.

2. Resolution No. 2019-084: While this resolution maintains all of the requirements set forth in Resolution No. 2017-057, it also directs the City Manager to appropriate the fees that were transferred to the General Fund to a park maintenance and improvement account for potential future use or other appropriation within the discretion of the City Council. This resolution would result in the General Fund Loan being repaid, but, at the same time, indicating an intent that the repaid amounts be used for future park maintenance and improvement purposes while maintaining City Council discretion over those funds. For instance, they would not be subject to the statutory restrictions imposed on Quimby Fees and parkland development impact fees.

Finally, the third recommended action provides an opportunity for the City Council to provide staff with a different direction than the above two potential resolutions.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not Applicable.

FISCAL IMPACT:
Approval of option #1 would reduce the interfund advances receivable line item in the General Fund balance sheet. The General Fund forecast as presented to the City Council during the budget process, would remain the same, as the forecast does not consider long-term or interfund advances receivable.

Approval of option #2 would continue to pay down the interfund advances receivable in the General Fund, as funding is available, based on Quimby revenues and Resolution 2017-057. The loan payment funds would be designated in the General Fund to be used for park maintenance and improvements, and to be appropriated upon approval by the City Council.

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed actions are exempt under the California Environmental Quality Act.

PREPARED BY: NAOMI RAMIREZ, MANAGEMENT SERVICES ASSISTANT

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Resolution No. 2019-083
2. Resolution No. 2019-084

File #: 19-0843

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Management Services Department

SUBJECT:
City Council consideration of options regarding forgiveness or repayment of a General Fund Loan to the Park Development Fund for the acquisition of parkland.

RECOMMENDED ACTION:
That the City Council take any of the following:

1. Adopt Resolution 2019-083 retroactively cancelling, forgoing and discharging, as of July 1, 2019, the previously authorized loan from the General Fund to the Park Development Fund for the acquisition of Parkland and repealing Resolution 2017-057.

Or

2. Adopt Resolution 2019-084 specifying terms of repayment for a previously authorized loan from the general fund to the Park Development fund for the acquisition of Parkland, directing the appropriation of the loan repayment amounts in a specified manner and repealing Resolution 2017-057.

Or

3. Provide further or different direction.

ANALYSIS:
In 1989 Public Improvement Revenue Bonds (“1989 Bonds”) were issued by the Corona Public Financing Authority (“Authority”) to finance the acquisition of approximately 98 acres of property throughout the City of Corona (“City”) to be developed as park sites. The 1989 Bonds were refunded through the issuance of refunding bonds in 1993 (“1993 Bonds”) and the 1993 Bonds were refunded through the issuance of refunding bonds in 2001 (“2001 Bonds”).

The payment of principal and interest on the Bonds was secured by lease payments to be made by the City to the Authority; and the lease payments were intended to be paid from parkland dedication in-lieu fees ("Quimby Fees") imposed upon new development and collected by the City. The amount of Quimby Fees collected and deposited into the Park Development Fund were insufficient to make the lease payments in several years. Commencing in 1993, loans from the City's General Fund to the Park Development Fund were made in such amounts necessary for the City to make the annual lease payments to the Authority, which, in turn, paid the debt service on the Bonds, with the expectation that Quimby Fees to be collected in the future would be used to pay back the loan from the General Fund. The total cumulative amount of the loans from the City's General Fund to the Park Development Fund was $15,200,221 and the balance owed as of July 1, 2019 was $9,275,722 ("General Fund Loan").

On June 15, 2010, the City Council adopted Resolution No. 2010-058 to require that the General Fund Loan be repaid by Quimby Fees as a first priority until the loan is repaid in full.

On June 21, 2017, the City Council adopted Resolution No. 2017-057 to require that the General Fund Loan be repaid by all fees or charges collected by the City for the purpose of acquiring parkland, including, without limitation, Quimby Fees and parkland acquisition development impact fees and repealed Resolution No. 2010-058. This new resolution was adopted because Quimby Fees are only imposed upon certain subdivisions as permitted by Government Code Section 66477 and in order to pay off the General Fund Loan more quickly, the City determined that development impact fees for parkland acquisition that are imposed upon new developments not otherwise required to pay Quimby Fees should also be used to repay the General Fund Loan. It should be noted, however, that Resolution No. 2017-057 expressly provided that the following fees would not be used to repay the General Fund Loan: (1) funds that are voluntarily provided to the City for parkland acquisition or park improvement purposes as part of a negotiated agreement with the City; or (2) funds paid by a developer for which the developer will be entitled to reimbursement from the proceeds of tax exempt bonds.

As explained above, Resolution No. 2010-058 required that all Quimby Fees collected be used to repay the General Fund Loan and Resolution No. 2017-057 expanded that requirement to include development impact fees adopted and imposed for parkland acquisition (with some noted exceptions as discussed above).

Attached to this report are two alternative resolutions for the City Council's consideration concerning the continued use of Quimby Fees and parkland acquisition development impact fees to pay off the General Fund Loan:

1. Resolution 2019- 083: This resolution would cancel, forgive and discharge the General Fund Loan in its entirety effective July 1, 2019. Adoption of this resolution would result in the General Fund Loan being written off and such amount being deducted from the anticipated receivables for the General Fund. Additionally, adoption of this resolution would result in the Quimby Fees and parkland development impact fees remaining in the separate accounts created for those fees and those fees being subject to all the statutory restrictions imposed upon those accounts.

2. Resolution No. 2019-084: While this resolution maintains all of the requirements set forth in Resolution No. 2017-057, it also directs the City Manager to appropriate the fees that were transferred to the General Fund to a park maintenance and improvement account for potential future use or other appropriation within the discretion of the City Council. This resolution would result in the General Fund Loan being repaid, but, at the same time, indicating an intent that the repaid amounts be used for future park maintenance and improvement purposes while maintaining City Council discretion over those funds. For instance, they would not be subject to the statutory restrictions imposed on Quimby Fees and parkland development impact fees.

Finally, the third recommended action provides an opportunity for the City Council to provide staff with a different direction than the above two potential resolutions.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not Applicable.

FISCAL IMPACT:
Approval of option #1 would reduce the interfund advances receivable line item in the General Fund balance sheet. The General Fund forecast as presented to the City Council during the budget process, would remain the same, as the forecast does not consider long-term or interfund advances receivable.

Approval of option #2 would continue to pay down the interfund advances receivable in the General Fund, as funding is available, based on Quimby revenues and Resolution 2017-057. The loan payment funds would be designated in the General Fund to be used for park maintenance and improvements, and to be appropriated upon approval by the City Council.

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed actions are exempt under the California Environmental Quality Act.

PREPARED BY: NAOMI RAMIREZ, MANAGEMENT SERVICES ASSISTANT

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. Resolution No. 2019-083
2. Resolution No. 2019-084

RESOLUTION NO. 2019- 083

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA RETROACTIVELY CANCELLING, FORGIVING AND DISCHARGING, AS OF JULY 1, 2019, THE PREVIOUSLY AUTHORIZED LOAN FROM THE GENERAL FUND TO THE PARK DEVELOPMENT FUND FOR THE ACQUISITION OF PARKLAND AND REPEALING RESOLUTION NO. 2017-057

WHEREAS, in 1989 Public Improvement Revenue Bonds ("1989 Bonds") were issued by the Corona Public Financing Authority ("Authority") to finance the acquisition of approximately 98 acres of property throughout the City of Corona ("City") to be developed as park sites; and

WHEREAS, the 1989 Bonds were refunded through the issuance of refunding bonds in 1993 ("1993 Bonds"); and

WHEREAS, the 1993 Bonds were refunded through the issuance of refunding bonds in 2001 ("2001 Bonds"); and

WHEREAS, for purposes of this Resolution, the 1989 Bonds, the 1993 Bonds and the 2001 Bonds shall be collectively referred to as the "Bonds"; and

WHEREAS, the payment of principal and interest on the Bonds was secured by lease payments to be made by the City to the Authority; and

WHEREAS, the lease payments were intended to be paid from parkland dedication in-lieu fees ("Quimby Fees") imposed upon new development and collected by the City; and

WHEREAS, the amount of Quimby Fees collected and deposited into the Park Development Fund were insufficient to make the lease payments in several years; and

WHEREAS, commencing in 1993, loans from the City's General Fund to the Park Development Fund were made in such amounts necessary for the City to make the annual lease payments to the Authority, with the expectation that Quimby Fees to be collected in the future would be used to pay back the loan from the General Fund; and

WHEREAS, the total cumulative amount of the loans from the City's General Fund to the Park Development Fund was $15,200,221 and the balance owed as of July 1, 2019 was $9,275,722 ("General Fund Loan"); and

WHEREAS, on June 15, 2010, the City Council adopted Resolution No. 2010-058 to require that the General Fund Loan be repaid by Quimby Fees as a first priority until the loan is repaid in full; and

WHEREAS, because Quimby Fees are only imposed upon certain subdivisions as permitted by Government Code Section 66477, the City also imposes development impact fees upon new developments that are not otherwise required to pay Quimby Fees, which are also used for parkland acquisition; and

WHEREAS, on June 21, 2017, the City Council adopted Resolution No. 2017-057 to require that the General Fund Loan be repaid by all fees or charges collected by the City for the purpose of acquiring parkland, including, without limitation, Quimby Fees and parkland acquisition development impact fees and repealed Resolution No. 2010-058; and

WHEREAS, the City Council now desires to cancel, forgive and discharge the General Fund Loan effective retroactively to July 1, 2019 and to repeal Resolution No. 2017-057.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Corona, California, as follows:

SECTION 1. The General Fund Loan is hereby retroactively cancelled, forgiven and discharged effective July 1, 2019. From and after July 1, 2019, all fees or charges collected by the City for the purpose of acquiring parkland, including, without limitation, Quimby Fees and parkland acquisition development impact fees ("Parkland Fees"), shall no longer be used to repay the General Fund Loan.

SECTION 2. At the end of the 2019/2020 fiscal year, the Assistant City Manager/Administrative Services Director is authorized and directed to transfer any Parkland Fees that were collected on or after July 1, 2019 and transferred to the General Fund towards repayment of the General Fund Loan back to the Quimby Fee account or the parkland acquisition development impact fee account from which the Parkland Fees originated; provided, however, that the Parkland Fees shall expressly not include either of the following: (1) funds that are voluntarily provided to the City for parkland acquisition or park improvement purposes as part of a negotiated agreement with the City; or (2) funds paid by a developer for which the developer will be entitled to reimbursement from the proceeds of tax exempt bonds.

SECTION 3. Resolution No. 2017-057 is hereby repealed in its entirety.

SECTION 4. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and thereafter this Resolution shall take effect immediately

PASSED, APPROVED AND ADOPTED this 18th day of September 2019.

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 introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 18th day of September 2019, 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 18th day of September 2019.

_____
City Clerk of the City of Corona, California

RESOLUTION NO. 2019- 084

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA SPECIFYING TERMS OF REPAYMENT FOR A PREVIOUSLY AUTHORIZED LOAN FROM THE GENERAL FUND TO THE PARK DEVELOPMENT FUND FOR THE ACQUISITION OF PARKLAND, DIRECTING THE APPROPRIATION OF THE LOAN REPAYMENT AMOUNTS IN A SPECIFIED MANNER AND REPEALING RESOLUTION NO. 2017-057

WHEREAS, in 1989 Public Improvement Revenue Bonds ("1989 Bonds") were issued by the Corona Public Financing Authority ("Authority") to finance the acquisition of approximately 98 acres of property throughout the City of Corona ("City") to be developed as park sites; and

WHEREAS, the 1989 Bonds were refunded through the issuance of refunding bonds in 1993 ("1993 Bonds"); and

WHEREAS, the 1993 Bonds were refunded through the issuance of refunding bonds in 2001 ("2001 Bonds"); and

WHEREAS, for purposes of this Resolution, the 1989 Bonds, the 1993 Bonds and the 2001 Bonds shall be collectively referred to as the "Bonds"; and

WHEREAS, the payment of principal and interest on the Bonds was secured by lease payments to be made by the City to the Authority; and

WHEREAS, the lease payments were intended to be paid from parkland dedication in-lieu fees ("Quimby Fees") imposed upon new development and collected by the City; and

WHEREAS, the amount of Quimby Fees collected and deposited into the Park Development Fund were insufficient to make the lease payments in several years; and

WHEREAS, commencing in 1993, loans from the City's General Fund to the Park Development Fund were made in such amounts necessary for the City to make the annual lease payments to the Authority, with the expectation that Quimby Fees to be collected in the future would be used to pay back the loan from the General Fund; and

WHEREAS, the total cumulative amount of the loans from the City's General Fund to the Park Development Fund was $15,200,221 and the balance owed as of July 1, 2019 was $9,275,722 ("General Fund Loan"); and

WHEREAS, on June 15, 2010, the City Council adopted Resolution No. 2010-058 to require that the General Fund Loan be repaid by Quimby Fees as a first priority until the loan is repaid in full; and

WHEREAS, because Quimby Fees are only imposed upon certain subdivisions as permitted by Government Code Section 66477, the City also imposes development impact fees upon new developments that are not otherwise required to pay Quimby Fees, which are also used for parkland acquisition; and

WHEREAS, on June 21, 2017, the City Council adopted Resolution No. 2017-057 to require that the General Fund Loan be repaid by all fees or charges collected by the City for the purpose of acquiring parkland, including, without limitation, Quimby Fees and parkland acquisition development impact fees and repealed Resolution No. 2010-058; and

WHEREAS, the City Council now desires to require all funds transferred into the General Fund as repayment of the General Fund Loan to be appropriated to a park maintenance and improvement account for potential future use or other appropriation within the discretion of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Corona, California, as follows:

SECTION 1. All fees or charges collected by the City for the purpose of acquiring parkland, including, without limitation, Quimby Fees and parkland acquisition development impact fees ("Parkland Acquisition Fees"), shall be used, as a first priority, to repay the General Fund Loan until such time that the General Fund Loan is repaid in full; provided, however, that the Parkland Acquisition Fees shall expressly not include either of the following: (1) funds that are voluntarily provided to the City for parkland acquisition or park improvement purposes as part of a negotiated agreement with the City; or (2) funds paid by a developer for which the developer will be entitled to reimbursement from the proceeds of tax exempt bonds.

SECTION 2. At the end of each fiscal year, the Assistant City Manager/Administrative Services Director is authorized and directed to transfer to the General Fund any Parkland Acquisition Fees collected that fiscal year ("General Fund Park Fees").

SECTION 3. After the General Fund Park Fees have been transferred to the General Fund, the City Manager or designee shall appropriate the General Fund Park Fees to a park maintenance and improvement account for potential future use or other appropriation within the discretion of the City Council.

SECTION 4. Resolution No. 2017-057 is hereby repealed in its entirety.

SECTION 5. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and thereafter this Resolution shall take effect immediately

PASSED, APPROVED AND ADOPTED this 18th day of September 2019.

_____
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 introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 18th day of September 2019, 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 18th day of September 2019.

_____
City Clerk of the City of Corona, California

File #: 19-0778

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public hearing for City Council consideration of Resolution No. 2019-080, for HRLM2019-0002, approving an application to nominate a Victorian Hipped Roof Cottage residence built in 1900 (located at 506 E. Seventh Street) in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a Historic Landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez)

RECOMMENDED ACTION:
That the City Council adopt Resolution No. 2019-080, designating the property located at 506 E. Seventh Street as an official Historic Landmark on the Corona Register of Historic Resources. (HL-049) (HRLM2019-0002)

ANALYSIS:
HRLM2019-0002 is an application from property owners Robert and Angela Montanez to nominate their home at 506 E. Seventh Street to be listed as a Historic Landmark-049 (HL-049) on the Corona Register of Historic Resources. The home is a Victorian Hipped Roof Cottage built in 1900 and sits on a 5,000 square foot lot located on the south side of East Seventh Street. The property contains an 816 square foot home without a garage and two freestanding metal sheds at the rear of the property. The metal sheds are not historic buildings and the construction materials are not at parity with the main structure, and therefore, cannot be included as part of the landmark.

The home is currently listed on the Corona Heritage Inventory. Properties that are on the Corona Heritage Inventory are potential resources that may qualify as a historic landmark on the Register by virtue of age (50+ years) or by having significant cultural, historical or architectural value to the City. Heritage properties are given a ranking of high, moderate or low as to their potential. The subject home as a high ranking.

The Victorian Hipped Roof Cottage home is 119 years old. The home consists of a one-story hipped roof structure which retains its original footprint on the original lot and sits on a high stucco brick

foundation. The hipped roof is clad with composition shingles, shiplap siding walls edged with corner boards, a four-paneled wood door with a four-lite framed window at the top, the front door is protected by a small gable roof set on triangular braces, with double-hung sash windows on each side of the front door, the east and west walls also have two double hung windows on each side; however, the east side also has a small bathroom window. The Victorian Hipped Roof Cottage does reflect the historic fabric of inside-the-circle residences of more than 100 years ago.

The subject home was originally built for Benton Lincoln Shepherd. Mr. Shepherd was one of Corona's earliest settlers, coming to Corona in June 1888 from Cathlamet, Washington. Mr. Shepherd purchased ten acres of land in the area and planted oranges, soon to be one of the city's biggest industries. A news article describes Mr. Shepherd as one of the earliest grove owners in the vicinity.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $432.00 in application processing fees.

ENVIRONMENTAL ANALYSIS:
In accordance with Section 3.20 of the City's local CEQA guidelines, HRLM2019-0002 is considered a Class 31 Categorical Exemption (Exhibit C). HRLM2019-0002 promotes the preservation of historic resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, as applied by CMC Chapter 17.63.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made with the added conditions of approval that the: 1) roof turbine shall be relocated to make it less visible from the street, 2) the trees in the front yard shall be pruned prior to approval of the Mills Act contract and 3) a maintenance plan for the front yard landscaping shall be included in the initial 10 year work plan for the Mills Act contract, seconded (Siqueland/Jones) and carried unanimously that the Planning and Housing Commission recommend approval of HR2019-0002 to the City Council.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - City Resolution No. 2019-080.
2. Exhibit 2 - Locational map.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission Meeting of August 26, 2019.
5. Exhibit 5 - Conditions of Approval

APPLICANT INFORMATION

Robert and Angela Montanez, 506 E. Seventh Street, Corona

File #: 19-0778

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public hearing for City Council consideration of Resolution No. 2019-080, for HRLM2019-0002, approving an application to nominate a Victorian Hipped Roof Cottage residence built in 1900 (located at 506 E. Seventh Street) in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a Historic Landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez)

RECOMMENDED ACTION:
That the City Council adopt Resolution No. 2019-080, designating the property located at 506 E. Seventh Street as an official Historic Landmark on the Corona Register of Historic Resources. (HL-049) (HRLM2019-0002)

ANALYSIS:
HRLM2019-0002 is an application from property owners Robert and Angela Montanez to nominate their home at 506 E. Seventh Street to be listed as a Historic Landmark-049 (HL-049) on the Corona Register of Historic Resources. The home is a Victorian Hipped Roof Cottage built in 1900 and sits on a 5,000 square foot lot located on the south side of East Seventh Street. The property contains an 816 square foot home without a garage and two freestanding metal sheds at the rear of the property. The metal sheds are not historic buildings and the construction materials are not at parity with the main structure, and therefore, cannot be included as part of the landmark.

The home is currently listed on the Corona Heritage Inventory. Properties that are on the Corona Heritage Inventory are potential resources that may qualify as a historic landmark on the Register by virtue of age (50+ years) or by having significant cultural, historical or architectural value to the City. Heritage properties are given a ranking of high, moderate or low as to their potential. The subject home as a high ranking.

The Victorian Hipped Roof Cottage home is 119 years old. The home consists of a one-story hipped roof structure which retains its original footprint on the original lot and sits on a high stucco brick

foundation. The hipped roof is clad with composition shingles, shiplap siding walls edged with corner boards, a four-paneled wood door with a four-lite framed window at the top, the front door is protected by a small gable roof set on triangular braces, with double-hung sash windows on each side of the front door, the east and west walls also have two double hung windows on each side; however, the east side also has a small bathroom window. The Victorian Hipped Roof Cottage does reflect the historic fabric of inside-the-circle residences of more than 100 years ago.

The subject home was originally built for Benton Lincoln Shepherd. Mr. Shepherd was one of Corona's earliest settlers, coming to Corona in June 1888 from Cathlamet, Washington. Mr. Shepherd purchased ten acres of land in the area and planted oranges, soon to be one of the city's biggest industries. A news article describes Mr. Shepherd as one of the earliest grove owners in the vicinity.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $432.00 in application processing fees.

ENVIRONMENTAL ANALYSIS:
In accordance with Section 3.20 of the City's local CEQA guidelines, HRLM2019-0002 is considered a Class 31 Categorical Exemption (Exhibit C). HRLM2019-0002 promotes the preservation of historic resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, as applied by CMC Chapter 17.63.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made with the added conditions of approval that the: 1) roof turbine shall be relocated to make it less visible from the street, 2) the trees in the front yard shall be pruned prior to approval of the Mills Act contract and 3) a maintenance plan for the front yard landscaping shall be included in the initial 10 year work plan for the Mills Act contract, seconded (Siqueland/Jones) and carried unanimously that the Planning and Housing Commission recommend approval of HR2019-0002 to the City Council.

File #: 19-0778

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - City Resolution No. 2019-080.
2. Exhibit 2 - Locational map.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission Meeting of August 26, 2019.
5. Exhibit 5 - Conditions of Approval

APPLICANT INFORMATION

Robert and Angela Montanez, 506 E. Seventh Street, Corona

RESOLUTION NO. 2019-080

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DESIGNATING THE PROPERTY LOCATED AT 506 E. SEVENTH STREET AS AN OFFICIAL HISTORIC LANDMARK ON THE CORONA REGISTER OF HISTORIC RESOURCES (HL-049) (HRLM2019-0002)

WHEREAS, pursuant to Chapter 17.63 of the Corona Municipal Code ("CMC") the City of Corona ("City") has established and maintains an official Corona Register of Historic Resources ("Corona Register"); and

WHEREAS, pursuant to Section 17.63.100 of the CMC, the structure located at 506 E. Seventh Street, City of Corona, State of California, bearing Riverside County Assessor's Parcel Number 117-205-002, is proposed for listing on the Corona Register as Historic Landmark No. 049 ("HL-049"); and

WHEREAS, the application for listing HL-049 on the Corona Register has been deemed complete in accordance with the City's application procedures and has been distributed to the Heritage Librarian, the Corona Historic Preservation Society, the Corona History Association, applicable City departments, and other parties requesting said notice for their review and comment; and

WHEREAS, the owners of the residence and underlying property, which is more fully described and depicted in Exhibit "A" attached hereto and incorporated by reference, have provided written consent to have such property included on the Corona Register and regulated in accordance with Chapter 17.63 of the CMC, the documentation of which is on file in the City's Planning Department; and

WHEREAS, on August 26, 2019, the Planning and Housing Commission of the City of Corona ("Planning Commission") conducted a duly noticed public hearing on the application to list HL-049 on the Corona Register, determined that the application met the eligibility criteria for historic landmarks as set forth in Section 17.63.050, and recommended that the City Council approve the listing of HL-049 on the Corona Register.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona, California, as follows:

SECTION 1. Findings. Pursuant to the criteria set forth in CMC Section 17.63.050 and based on substantial evidence presented to the Planning Commission and thereafter to the City Council, including written staff reports, together with public testimony, the City Council hereby finds that the residence located at 506 E. Seventh Street, City of Corona,

EXHIBIT 1

State of California, is eligible for listing on the Corona Register as an historic landmark for the following reasons:

A. *The historic resource has been in existence for a period of at least 50 years, or if less than 50 years old, is of exceptional importance to the community.*

Based on independent research on the property prepared by the applicant, the home was built in 1900, making it 119 years old. The home was built for the Benton Lincoln Shepard family, one of Corona's earliest settlers.

B. *The historic resource has significant historic, cultural, or architecture value, and its designation as a landmark is reasonable, appropriate and necessary to promote, preserve and further the purposes and intent of Chapter 17.63 of the CMC.*

The proposed landmark is a Victorian Hipped Roof Cottage and consists of a one-story hipped roof structure, sitting on a high stucco brick foundation. The exterior of the home includes a composition shingle roof, shiplap siding walls edged with corner boards, and double-hung sash windows throughout the home. The proposed landmark has been restored to retain much of its original Victorian Hipped Roof Cottage architectural character, and its preservation promotes the City's cultural heritage.

C. *The historic resource exhibits the following additional characteristics pursuant to Section 17.63.050(3) of the CMC:*

(i) It embodies a distinctive characteristic of a style, type, period, or method of construction or a valuable example of the use of materials or craftsmanship.

The home displays several key characteristics of a Victorian Hipped Roof Cottage style. Architectural details of the home include a clad hipped roof with composition shingles, shiplap siding walls, a four-paneled wood door with four windows on top, a small gable roof above the door, and double-hung sash windows throughout.

The home is one of 30 of the oldest homes in the City retaining similarity in style and appearance to how it was originally constructed. In the early part of the twentieth century, stone and wooden bungalows and vernacular wood-framed structures in Corona were designed with the use of excellent materials and craftmanship. This Victorian Hipped-Roof Cottage reflects the historic fabric of inside-the-circle residences of more than 100 years ago.

A room with a shed roof was added to the rear of the home at an unknown date. The shiplap siding on the addition was applied with great craftsmanship and matches up very well with the original structure. The addition includes double-hung wood sash windows.

D. *The historic resource has integrity of location, design, setting, materials, workmanship, feeling and association.*

By maintaining many of its original architectural features and materials, the proposed landmark has retained its historic integrity, which CMC Chapter 17.63 defines as "the authenticity of an historic resource's physical identity as evidenced by the survival of characteristics that existed during the historic resource's period of significance."

SECTION 2. Designation of Historic Landmark. Based on the foregoing findings and pursuant to Chapter 17.63 of the CMC, the City Council finds that all procedures required for the listing of an historic landmark on the Corona Register have been duly followed and executed and hereby designates the residence located at 506 E. Seventh Street, City of Corona, State of California as an historic landmark, and hereby causes said historic landmark to be listed in the Corona Register as HL-049.

SECTION 3. Restrictions. The real property underlying HL-049, as more particularly described in Exhibit "A" attached hereto, and all improvements or natural features which comprise HL-049, shall hereafter be subject to the applicable restrictions, limitations, and provisions set forth in Chapter 17.63 of the CMC. In furtherance hereof, the City Clerk shall cause a copy of this resolution to be recorded in the Official Records of the County Recorder of Riverside County, California for the real property described in Exhibit "A."

SECTION 4. CEQA Findings. This Resolution is exempt pursuant to Section 15331 of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if it is limited to the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. This Resolution designates the structure and property at 506 E. Seventh Street, Corona, California, as an historic landmark and makes said structure and property subject to the restrictions set forth in Chapter 17.63 of the CMC, which, among other things, promotes the preservation of historic resources and requires consistency with the City's design guidelines for historic structures or the Secretary of the Interior's Standards. Therefore, no environmental analysis is required.

SECTION 5. Distribution and Effective Date. The Mayor shall sign this Resolution, and the City Clerk shall attest thereto, and thereafter shall distribute a copy of this Resolution to the owners of the real property described in Exhibit "A," the Corona Historic Preservation Society, and all affected City departments. This Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2019.

_____
Mayor of the City of Corona, California

ATTEST:

_____
City Clerk of the City of Corona, California

Exhibit "A"
HL-049

The legal description for Historic Landmark No. HL-049, located at 506 E. Seventh Street, City of Corona, State of California, APN 117-205-002:

[SEE ATTACHED 6 PAGES]

506 E 7th Street Corona, California, Assessors Parcel Number (APN) 117-205-002-8

Historical Significance

Original Build Date - 1900

The home, as it stands today, is approximately 119 years. This makes the house one of the oldest houses in the City of Corona.

Builder:

At this time the builder of the home is unknown. The property records from 1893-1926 are currently with the conservators for repair. According to the 1987 Historic Resources Inventory List the house was built in 1900. According to the practice at the time, construction could have begun in 1899, but the tax rolls are the best indicator of when a property was occupied. The Historic Resource List was probably correct.

Original Owner:

The original owner of 506 E 7th St. was Benton Lincoln Shepherd. Mr. Shepherd was "one of Corona's earliest settlers" coming to Corona in June 1888 from Cathlamet, Washington. This was only two years after the town was founded at the beginning of the Southern California citrus boom. He purchased 10 acres of land in the area and planted oranges, soon to be one of the fledgling city's biggest industries. He was successful, but then sold his land to C.T. Zintz and retired in May of 1903. A news article describes Mr. Shepherd as "one of the earliest grove owners in this vicinity." Mr. Shepherd served as a juror (only men were able to serve as jurors at this time) on multiple court cases in Corona and in 1902 was listed as a Judge for Corona No. 1.

The 1900 Census shows Benton, Flora and Grace Shepherd living at this location in Corona along with Herbert Heal, Flora's brother. In 1904, Benton Shepherd is shown paying taxes on Block 115, lots 7, 8 and 9. It is very likely that the home was first occupied sometime in 1900.

The current legal description of the address 506 E 7th Street is listed as .11ACRES IN POR LOTS 7 & 8 BLK 115 MB 009/008 SB SOUTH RIVERSIDE TOWNSITE.

In 1904 Benton Shepherd's brother-in-law, Herbert Heal, suddenly died in the house from a severe asthma attack. He had suffered from asthma for many years. Just a few years later, on early Monday morning, June 12, 1909, Mr. Shepherd passed away at home. The funeral was held in the house the next day, conducted by Rev. Chester Ferris. While he was born and raised on the other side of the country, he chose to be interned at Sunny Slope Cemetery, located on Rimpau Ave. in Corona. it is very likely that the home was first occupied sometime in 1900.

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EXHIBIT A

builder, designer or architect" [17.63.050 (A)(3)(e)] S.L. Bloom constructed the historic Andrew Carnegie Library in Corona in 1906.

The 502 E. 7th Street property became Flora and daughter Grace's new residence, and the house at 506 E 7th Street was rented out. Grace Shepherd, the daughter of Benton and Flora Shepherd attended Corona schools and graduated from Corona High School with the class of 1897. She had a passion for music and pursued her education at the University of Southern California. She used her music education to become a music teacher and taught in Corona. She was known for her piano solos and vocals in the church, and entertained the community during performances for the school.
Grace was a member of the Starlight Rebekah Lodge, No. 231, for more consecutive years than any other member. She was a past noble grand of the organization and past deputy president of District No. 86 of the Lodge.

Mr. Shepherd's obituary from the LA Times as well as other newspaper articles supporting the statements above are attached.

Other Residents

1912-1914 Edward Conover
The house at 506 E 7th St was a stepping stone for Edward Conover who spent most of his working years at the Packing House, a major part of Corona's earliest industry. Renting the house helped him get himself on his feet. He came to Corona from Palmyra, Illinois. In 1910 Edward's occupation was a box marker in the lemon groves and he was still living at home with his parents before his marriage. In 1912 he stayed a short time at 506 E 7th St. while saving money to purchase a house and working his way up in the Citrus industry, becoming a foreman for the Packing House

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Shortly after marriage, Ralph Webster and Betty Dickey moved into 506 E 7th St and welcomed their first daughter, Elizabeth.

Ralph Webster purchased the Old Standard Oil station at Sixth St. and Victoria Ave. from Lincoln and Johnson. He upgraded the equipment, installing a new Alemite pressure lubricator as well as other new equipment.

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The 1920 United States Federal Census shows that Adolphus and Ella (Walworth) Schuyler are occupying the house at 506 E 7th St. Adolphus is listed as 66 years of age, was born in New York and was employed as a farmer. Ella is listed at 67 years of age, born in Michigan and no occupation was provided.

Their son, Harry A Schuyler, went on to be the vice president of Leffingwell Ranch in

Whittier, California and worked hand and hand with Howard W. Hall at the Exchange Lemon Products Company in Corona. He became the manager of the lemon association in Orange County.

1927 Raymond Fife and Ella Green

1930 Charles Morse

1984-1988 Peter and Annette Rodzewich

1988-1999 Franklin M and Phyllis A Tipple

1999-2002 Jose M and Mercedes Avila

2002-2018 Sergey and Galina Katykhin
Sergey Katykhin was born in Kazakhstan and emigrated to the United State to seek a better life for himself and his family. He began his employment with Downs Energy in Corona in the year 2000 working in the maintenance department. He then later transitioned into the warehouse department and finally was promoted to become the bulk lubricants specialist. Sergey's responsibilities included the important task of off-loading products being delivered from suppliers as well as repackaging these many products into drums and pails.

Shortly after he joined the Downs Energy team, Sergey, assisted by various Downs Energy team members, went through the legal process to become a United States citizen. He then helped his family through the process as well. After 18 years of working and living in the city of Corona, Sergey retired and relocated.

There son Sergey Katykhin is a teacher for the Corona-Norco Unified School District at Corona Fundamental Intermediate School.

The following is for information only as current owners never lived in the house

2018-Current Owners: Robert and Angela Montanez
Robert Montanez and Angela Ensign purchased 506 E 7th St in November 2018. The purchase was made as an investment property in the highly desired Corona community and they never resided there. They spent some time modernizing it, updating the bathrooms, giving it a fresh coat of paint, updating the porch and adding modern touches to the kitchen and throughout the house.

Both Robert and Angela are involved in the city of Corona. Robert Montanez is the son of Eugene Montenez, long-time owner of printing business here in Corona and a former member of the City Council and Mayor of Corona. Robert and Angela work for the Corona Police Department, Robert as a Police Corporal and Angela is a jailer, one of the first jailers for the city of Corona. They were married in 2005 and have two young boys born and raised here in Corona. They currently reside in the City of Corona

506 E 7th Street Corona, California, Assessors Parcel Number (APN) 117-205-002-8

Architectural Significance

This residential property was listed on the Corona Historic Resources Inventory List created in 1987 as a Victorian Hipped-roof Cottage built in 1900 and with a "high" potential for listing as a "Landmark" property.

The home, as it stands today, is approximately 119 years old. This makes the house one of perhaps 30 of the oldest houses in the City of Corona retaining similarity in style and appearance to how it was originally constructed. There are houses that are older or more ornate, but many of the houses originally built inside "the circle" would have been this size and designed for the average family.

As time passes, and as we have already seen, these homes will become fewer and fewer, because the owners chose to not maintain them in their original condition or they fall into such disrepair that the owners feel that they are not worth saving. Thus, it is becoming more and more important that we preserve these historic structures for future generations.

In the early part of the twentieth century, stone and wooden bungalows and vernacular wood-framed structures in Corona were designed with the use of excellent materials and craftsmanship. Their beauty lies in their historic character. Such older homes reflect the historic fabric of inside-the-circle residences. This Victorian hipped-roof cottage lacks the aesthetic character and charm of those homes but does reflect the historic fabric of inside-the-circle residences of more than 100 years ago.

This one-story, hipped roof house, retains its basic footprint on the original lot and is built on a high stuccoed brick foundation. The home's architectural features described in the 1987 Historic Resource Inventory are as follows:

- Its hipped roof is clad with composition shingles which replaced the original wooden cedar shingles which were the likely original roofing material. Replacement of wooden shingles with composition shingles to meet building and fire code requirements is permitted by the Secretary of the Interior's Standards for Rehabilitation. The rafter tails of the short overhang beyond the wall's upper plate are enclosed with vents visible on the lower surfaces.
- The walls are shiplap siding edged with corner boards.
- The facade is simple, a double-hung sash window flanks each side of the front door.
- The front door entry is protected by a small gable roof set on triangular braces. The six panel modern door has been replaced with a 4-paneled wooden door with 4 lite framed window at the top, in a style typical of the period when the home was constructed
- The east and west walls have two double-hung windows each and the east wall has an additional small bathroom window.

Alterations noted on the 1987 Historic Resources Survey that are still present on the property:

- A room addition with a shed roof is attached at the rear. The ship-lap siding on this addition was applied with great craftsmanship and matches up well with the original structure. It has double-hung sash windows but a modern 6-panel door. The date of this addition is unknown but it was clearly done prior to 1987.

Alterations/Improvements made since the 1987 Historic Resources Survey:

- In 2018 the decorative block on the porch was removed and a simple Victorian style wood railing was installed to restore an original appearance.
- The front door, which had previously been replaced with a modern window/panel door, was replaced with a custom fitted wooden door providing an appearance more likely replaced that fits more with the style of the home when it was built.
- A previous owner had installed a metal security screen door, this was also removed.
- The window on the west side of the northwest corner of the home, which had previously been replaced with a modern, metal frame unit to accommodate a window mounted air conditioner, was removed and replaced with a custom fitted, wood frame double hung sash window that matches the others in the house.
- A metal rain gutter had been installed around the front porch overhangs; this was also removed.
- The prior owner had painted the trim (and some of the concrete) of the home in a bright, baby blue color. The home's trim has been repainted in a muted gray shade, which was recommended as something more fitting of the home's original era.
- A prior owner had installed a wrought iron metal fence and gate along the north side of the property, on the property line facing the south sidewalk on Seventh Street. The fence was painted bright green which was not likely an historic color. It was suggested that the fence be painted black as that would be more appropriate for the home and the era in which it was built.

Interior alterations/Improvements

While interior improvements carry no weight in the historic designation decision, it is important to mention some of the work that has been done by the applicant since the purchase of the home in November of 2018

- The master bathroom has been remodeled – including; tile, lighting, toilet, vanity, mirrors, paint, and adjusting an oversized interior wall.
- The master bedroom has been remodeled and modernized – including; paint, drywall repair, and installation of a ceiling fan.
- The living room has been modernized with new paint, drywall work, door handles, and lighting fixtures.
- The kitchen was completely remodeled about four years ago. Recent improvements include: new paint, drywall work, backsplash, and hardware.
- The half-bath was remodeled to include: new tile, toilet, pedestal sink, lighting, mirror, cabinetry and drywall work.
- The second bedroom received a makeover to include: new paint, addition of a ceiling fan, and removal of poorly installed cabinetry added by a previous owner.

The work the applicant has already accomplished clearly demonstrates a commitment to restoration and preservation of this unique property. It indicates an unusual level of dedication and creativity to our historic downtown area.

"Landmark" listing on the Corona Register of Historic Resources requires that several requirements be fulfilled. CMC section 17.63.050 (A) (3) requires that the property exhibit one or more of a listing of nine items. Section 17.63.050(A)(3)(f) is the only item that applies for this home. This property does exemplify one of the best remaining architectural styles or types in a neighborhood.

Images depicting the status of the property over the years are attached.

CERTIFICATION

I, Sylvia Edwards**,** City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted at a regular meeting of the City Council of the City of Corona, California, thereof held on the 18th day of September, 2019, 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 18th day of September, 2019.

_____

City Clerk of the City of Corona, California

(SEAL)

LOCATIONAL MAP



506 E. Seventh Street
HRLM2019-0002

Date: 07/26/2019

568

EXHIBIT 2

File #: 19-0754

PLANNING AND HOUSING COMMISSION
STAFF REPORT

DATE: 8/26/2019

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:
HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

RECOMMENDED ACTION:
That the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council based on the satisfaction of the listing criteria contained in the staff report.

PROJECT SUMMARY
HRLM2019-0002 is an application from property owners Robert and Angela Montanez to nominate their home at 506 E. Seventh Street to be listed as a Historic Landmark-049 (HL-049) on the Corona Register of Historic Resources. The home is a Victorian Hipped Roof Cottage built in 1900 and sits on a 5,000 square foot lot located on the south side of East Seventh Street. The property contains an 816 square foot home without a garage and two freestanding metal sheds at the rear of the property. The metal sheds are not historic buildings and the construction materials are not at parity with the main structure, and therefore, cannot be included as part of the landmark.

The home is currently listed on the Corona Heritage Inventory. Properties that are on the Corona Heritage Inventory are potential resources that may qualify as a historic landmark on the Register by virtue of age (50+ years) or by having significant cultural, historical or architectural value to the City. Heritage properties are given a ranking of high, moderate or low as to their potential. The subject home as a high ranking.

BACKGROUND
According to the materials accompanying this nomination, the subject home was originally built for Benton Lincoln Shepherd. Mr. Shepherd was one of Corona's earliest settlers, coming to Corona in June 1888 from Cathlamet, Washington. Only two years after the city was founded at the beginning

powered by Legistar™

EXHIBIT 3

of the Southern California citrus bloom. He purchased ten acres of land in the area and planted oranges, soon to be one of the city's biggest industries. He was successful, but then sold his land to C.T. Zintz and retired in May of 1903. A news article describes Mr. Shepherd as one of the earliest grove owners in the vicinity. In addition, Mr. Shepherd served as a juror (only men were able to serve as jurors at this time) on multiple court cases in Corona and in 1902 was listed as a Judge for Corona No. 1.

The Victorian Hipped Roof Cottage home consists of a one-story hipped roof structure which retains its original footprint on the original lot and sits on a high stucco brick foundation. The hipped roof is clad with composition shingles, shiplap siding walls edged with corner boards, a four-paneled wood door with a four-lite framed window at the top, the front door is protected by a small gable roof set on triangular braces, with double-hung sash windows on each side of the front door, the east and west walls also have two double hung windows on each side; however, the east side also has a small bathroom window. Photographs of the home are attached as Exhibits B1-B14.

According to the materials accompanying this nomination, a room addition with a shed roof is attached at the rear. The ship-lap siding on the addition was applied with great craftsmanship and matches up well with the original structure. The addition contains double-hung sash windows constructed out of wood and a modern six-panel door. The date of the addition is unknown, but it was clearly built prior to 1987. Photographs of the addition are attached as Exhibits B10-B14.

If HRLM2019-0002 is approved, the owners intend to enter into a property preservation contact (Mills Act) with the city to enable them to obtain a property tax reduction through the Riverside County Assessor's Office. Participation in this program will allow the owners to reinvest the savings into maintaining and preserving the home. Per the city's Mills Act contract, *the owners shall not be permitted to block the view corridor with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.* Therefore, staff would like to bring to the commissioner's attention and the applicant's attention that before the property can enter into the Mills Act contract the fruit trees at the front of the property need to be pruned so that the home is easily visible from Seventh Street. Photographs of the front of home are attached as Exhibit B1.

SATISFACTION OF LISTING CRITERIA

Section 17.63.050 of the Corona Municipal Code (CMC) delineates the criteria that must be satisfied for a landmark to be listed on the Register. Shown below is how the proposed landmark meets these requirements. The data were gathered from independent staff research and documents provided by the applicant.

1. *The historic resource has been in existence for a period of at least 50 years, or if less than 50 years old, is of exceptional importance to the community.*

   Based on independent research prepared regarding the property by the applicant, the home was built in 1900, making it 119 years old. The home was built for Benton Lincoln Shepherd and his family, one of the earliest grove owners in the vicinity.

2. *The historic resource has significant historic, cultural, or architectural value, and its designation as a landmark is reasonable, appropriate and necessary to promote, preserve and further the purposes and intent of this Chapter.*

The Victorian Hipped Roof Cottage home consist of a one-story hipped roof structure, sitting on a high stucco brick foundation. The exterior of the home includes a composition shingle roof, shiplap siding walls edged with corner boards, a four-paneled wood door, a small gable roof above the front door on triangular braces, and double-hung sash windows throughout the home. The subject home has been restored to retain much of its original Victorian Hipped Roof Cottage architectural character, and its preservation promotes the city's cultural heritage.

3. The historic resource exhibits the following characteristics:

a. It embodies a distinctive characteristic of a style, type, period or method of construction or a valuable example of the use of materials or craftsmanship.

The home displays several key characteristics of a Victorian Hipped Roof Cottage style. Architectural details of the home include a clad hipped roof with composition shingles, shiplap siding walls, a four-paneled wood door with four windows on top, a small gable roof above the front door, and double-hung sash windows throughout.

The home is one of 30 of the oldest homes in the City of Corona retaining similarity in style and appearance to how it was originally constructed. In the early part of the twentieth century, stone and wooden bungalows and vernacular wood-framed structures in Corona were designed with the use of excellent materials and craftsmanship. This Victorian Hipped Roof Cottage does reflect the historic fabric of inside-the-circle residences of more than 100 years ago.

As previously noted, a room addition with a shed roof is was added to the rear of the home. The date of the addition is unknown. The ship-lap siding on the addition was applied with great craftsmanship and matches up well with the original structure. The addition contains wood double-hung sash windows.

If HRLM2019-0002 is approved, the owners intend to enter into a property tax preservation contract (Mills Act) with the City to enable them to obtain a property tax reduction through the Riverside County Assessor's office. Participation in this program will allow the owners to reinvest the savings into maintaining and preserving their home.

4. The historic resource has integrity of location, design, setting, materials, workmanship, feeling and association.

By maintaining many of its original architectural features and materials, the proposed landmark has retained its historic integrity, which CMC Chapter 17.63 defines as "the authenticity of a resource's physical identity as evidence by the survival of characteristics that existed during the resource's period of significance."

ENVIRONMENTAL DETERMINATION

In accordance with Section 3.20 of the City's local CEQA guidelines, HRLM2019-0002 is considered a Class 31 Categorical Exemption (Exhibit C). HRLM2019-0002 promotes the preservation of historic resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing

Historic Buildings, as applied by CMC Chapter 17.63.

PUBLIC NOTICING
In accordance with Chapter 17.63, the application for HRLM2019-0002 was distributed for comment to the Heritage Room of the Corona City Library, to the Corona Historic Preservation Society (CHPS), and to the Corona History Association (CHA). Additionally, the public hearing notice regarding this nomination was published in *The Sentinel Weekly* newspaper. Staff received a letter from CHPS stating the property meets the minimum criteria for a local historic landmark nomination based on the criteria listed in the municipal code. However, CHPS further commented that the house has minimal appearance from Seventh Street due to the mature growth of the citrus trees at the front of the property and the curb side appearance of the home should be considered when making the decision to list the home as a local landmark (Exhibit C). Lastly, as of the preparation of the staff report, staff has not received any comments from the public regarding the nomination.

STAFF ANALYSIS
The application has met the requirements for placement as a historic landmark on the Corona Register of Historic Resources in accordance with Corona Municipal Code Chapter 17.63; however, before the Historic Property Preservation application (Mills Act) goes to the City Council, the front fruit trees need to be pruned so that the home is easily visible from Seventh Street as required by the Mills Act contract. Staff recommends that the Planning and Housing Commission recommend approval of HRLM2019-0002 to the City Council.

FISCAL IMPACT
The applicant paid $432.00 in application processing fees for the Historic Resources Nomination application.

PREPARED BY: LUPITA GARCIA, ASSISTANT PLANNER

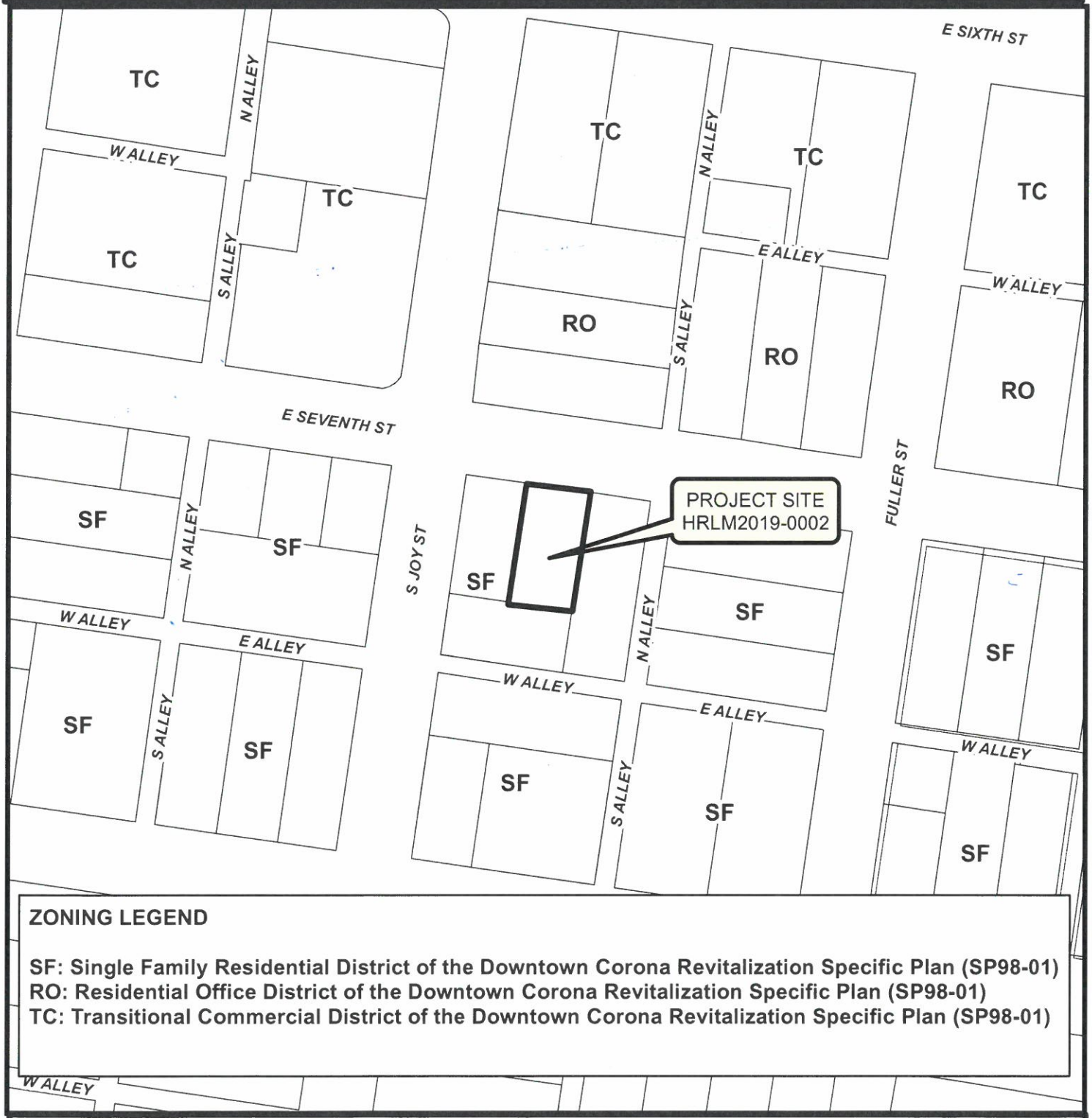
SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

1. Locational and Zoning Map
2. Exhibit A - Statement of architectural and historical significance
3. Exhibits B1-B14 - Photographs of property
4. Exhibit C - CHPS letter dated August 4, 2019
5. Exhibit D - Environmental Documentation
6. Exhibit E - Aerial map of property

Case Planner: Lupita Garcia (951) 736-2293

LOCATIONAL & ZONING MAP



ZONING LEGEND

SF: Single Family Residential District of the Downtown Corona Revitalization Specific Plan (SP98-01)
RO: Residential Office District of the Downtown Corona Revitalization Specific Plan (SP98-01)
TC: Transitional Commercial District of the Downtown Corona Revitalization Specific Plan (SP98-01)

Date: 07/30/2019

506 E. Seventh Street
HRLM2019-0002

N
W E
S

EXHIBIT 1

506 E 7th Street Corona, California, Assessors Parcel Number (APN) 117-205-002-8

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1920 Adolphus and Ella Schuyler
The 1920 United States Federal Census shows that Adolphus and Ella (Walworth) Schuyler are occupying the house at 506 E 7th St. Adolphus is listed as 66 years of age, was born in New York and was employed as a farmer. Ella is listed at 67 years of age, born in Michigan and no occupation was provided.

Their son, Harry A Schuyler, went on to be the vice president of Leffingwell Ranch in

Whittier, California and worked hand and hand with Howard W. Hall at the Exchange Lemon Products Company in Corona. He became the manager of the lemon association in Orange County.

1927 Raymond Fife and Ella Green

1930 Charles Morse

1984-1988 Peter and Annette Rodzewich

1988-1999 Franklin M and Phyllis A Tipple

1999-2002 Jose M and Mercedes Avila

2002-2018 Sergey and Galina Katykhin
Sergey Katykhin was born in Kazakhstan and emigrated to the United State to seek a better life for himself and his family. He began his employment with Downs Energy in Corona in the year 2000 working in the maintenance department. He then later transitioned into the warehouse department and finally was promoted to become the bulk lubricants specialist. Sergey's responsibilities included the important task of off-loading products being delivered from suppliers as well as repackaging these many products into drums and pails.

Shortly after he joined the Downs Energy team, Sergey, assisted by various Downs Energy team members, went through the legal process to become a United States citizen. He then helped his family through the process as well. After 18 years of working and living in the city of Corona, Sergey retired and relocated.

There son Sergey Katykhin is a teacher for the Corona-Norco Unified School District at Corona Fundamental Intermediate School.

The following is for information only as current owners never lived in the house

2018-Current Owners: Robert and Angela Montanez
Robert Montanez and Angela Ensign purchased 506 E 7th St in November 2018. The purchase was made as an investment property in the highly desired Corona community and they never resided there. They spent some time modernizing it, updating the bathrooms, giving it a fresh coat of paint, updating the porch and adding modern touches to the kitchen and throughout the house.

Both Robert and Angela are involved in the city of Corona. Robert Montanez is the son of Eugene Montenez, long-time owner of printing business here in Corona and a former member of the City Council and Mayor of Corona. Robert and Angela work for the Corona Police Department, Robert as a Police Corporal and Angela is a jailer, one of the first jailers for the city of Corona. They were married in 2005 and have two young boys born and raised here in Corona. They currently reside in the City of Corona

506 E 7th Street Corona, California, Assessors Parcel Number (APN) 117-205-002-8

Architectural Significance

This residential property was listed on the Corona Historic Resources Inventory List created in 1987 as a Victorian Hipped-roof Cottage built in 1900 and with a "high" potential for listing as a "Landmark" property.

The home, as it stands today, is approximately 119 years old. This makes the house one of perhaps 30 of the oldest houses in the City of Corona retaining similarity in style and appearance to how it was originally constructed. There are houses that are older or more ornate, but many of the houses originally built inside "the circle" would have been this size and designed for the average family.

As time passes, and as we have already seen, these homes will become fewer and fewer, because the owners chose to not maintain them in their original condition or they fall into such disrepair that the owners feel that they are not worth saving. Thus, it is becoming more and more important that we preserve these historic structures for future generations.

In the early part of the twentieth century, stone and wooden bungalows and vernacular wood-framed structures in Corona were designed with the use of excellent materials and craftsmanship. Their beauty lies in their historic character. Such older homes reflect the historic fabric of inside-the-circle residences. This Victorian hipped-roof cottage lacks the aesthetic character and charm of those homes but does reflect the historic fabric of inside-the-circle residences of more than 100 years ago.

This one-story, hipped roof house, retains its basic footprint on the original lot and is built on a high stuccoed brick foundation. The home's architectural features described in the 1987 Historic Resource Inventory are as follows:

- Its hipped roof is clad with composition shingles which replaced the original wooden cedar shingles which were the likely original roofing material. Replacement of wooden shingles with composition shingles to meet building and fire code requirements is permitted by the Secretary of the Interior's Standards for Rehabilitation. The rafter tails of the short overhang beyond the wall's upper plate are enclosed with vents visible on the lower surfaces.
- The walls are shiplap siding edged with corner boards.
- The facade is simple, a double-hung sash window flanks each side of the front door.
- The front door entry is protected by a small gable roof set on triangular braces. The six panel modern door has been replaced with a 4-paneled wooden door with 4 lite framed window at the top, in a style typical of the period when the home was constructed
- The east and west walls have two double-hung windows each and the east wall has an additional small bathroom window.

Alterations noted on the 1987 Historic Resources Survey that are still present on the property:

- A room addition with a shed roof is attached at the rear. The ship-lap siding on this addition was applied with great craftsmanship and matches up well with the original structure. It has double-hung sash windows but a modern 6-panel door. The date of this addition is unknown but it was clearly done prior to 1987.

Alterations/Improvements made since the 1987 Historic Resources Survey:

- In 2018 the decorative block on the porch was removed and a simple Victorian style wood railing was installed to restore an original appearance.
- The front door, which had previously been replaced with a modern window/panel door, was replaced with a custom fitted wooden door providing an appearance more likely replaced that fits more with the style of the home when it was built.
- A previous owner had installed a metal security screen door, this was also removed.
- The window on the west side of the northwest corner of the home, which had previously been replaced with a modern, metal frame unit to accommodate a window mounted air conditioner, was removed and replaced with a custom fitted, wood frame double hung sash window that matches the others in the house.
- A metal rain gutter had been installed around the front porch overhangs; this was also removed.
- The prior owner had painted the trim (and some of the concrete) of the home in a bright, baby blue color. The home's trim has been repainted in a muted gray shade, which was recommended as something more fitting of the home's original era.
- A prior owner had installed a wrought iron metal fence and gate along the north side of the property, on the property line facing the south sidewalk on Seventh Street. The fence was painted bright green which was not likely an historic color. It was suggested that the fence be painted black as that would be more appropriate for the home and the era in which it was built.

Interior alterations/Improvements

While interior improvements carry no weight in the historic designation decision, it is important to mention some of the work that has been done by the applicant since the purchase of the home in November of 2018

- The master bathroom has been remodeled – including; tile, lighting, toilet, vanity, mirrors, paint, and adjusting an oversized interior wall.
- The master bedroom has been remodeled and modernized – including; paint, drywall repair, and installation of a ceiling fan.
- The living room has been modernized with new paint, drywall work, door handles, and lighting fixtures.
- The kitchen was completely remodeled about four years ago. Recent improvements include: new paint, drywall work, backsplash, and hardware.
- The half-bath was remodeled to include: new tile, toilet, pedestal sink, lighting, mirror, cabinetry and drywall work.
- The second bedroom received a makeover to include: new paint, addition of a ceiling fan, and removal of poorly installed cabinetry added by a previous owner.

The work the applicant has already accomplished clearly demonstrates a commitment to restoration and preservation of this unique property. It indicates an unusual level of dedication and creativity to our historic downtown area.

"Landmark" listing on the Corona Register of Historic Resources requires that several requirements be fulfilled. CMC section 17.63.050 (A) (3) requires that the property exhibit one or more of a listing of nine items. Section 17.63.050(A)(3)(f) is the only item that applies for this home. This property does exemplify one of the best remaining architectural styles or types in a neighborhood.

Images depicting the status of the property over the years are attached.

DIES AT THE AGE OF 73

B. L. Shepherd Passes Away June 12th After a Brief Illness

Mr. Benton Lincoln Shepherd, one of Corona's earliest settlers, passed away at his home, corner of Seventh and Joy streets, early Monday morning, June 12.

The funeral services were held at the house Tuesday afternoon, and were conducted by Rev. Chester Ferris. A quartette composed of Mrs. Van Kirk, Mrs. Harding, Harry Sweet and Mr. Barth rendered several favorite hymns. The interment was made at Sunny Slope cemetery.

Deceased was born in Lincolnville, Me., September 12, 1830, and was therefore in his 73rd year.

While still a boy in his 'teens, he made his first trip to California following the rush for gold in the early fifties. After spending several years in the mines he returned to his old home in Maine, but not for long. He again heard the call "Go West, Young Man," and responded, this time going to Minnesota, where he engaged in wheat farming. In June, 1866, he was married to Miss Florilla Heal, also of Lincolnville, Me. They made Minnesota their home for 17 years. There eight children were born to them, of whom five died in early childhood and one, their youngest son George, soon after coming to Corona.

In 1883 the family removed to Cathlamet, Wash., where two brothers had preceded him. He remained there for five years, coming to Corona from there in June, 1888, when the colony was but a few months old, and for 21 years has been an interested citizen in all that pertained to the welfare of this city.

An honest, upright man, a kind father and friend, he will be missed by many, especially by those who have known him longest and best.

In the immediate family circle, he leaves a wife, the companion of 43 years, two daughters, Mrs. Winnie Riddle and Miss Grace Shepherd, two grandsons, Masters Percy and Ralph Riddell, and one brother, C. C. Shepherd, of Lincolnville, Me., another brother, Byron P. Shepherd of Washington, having but recently passed away.

The Los Angeles Times May 31, 1903

Picture #1- 1986



Picture #2- January 2018



Picture #3- Sep 2018



Picture #4- 2019



Picture #5- 2019



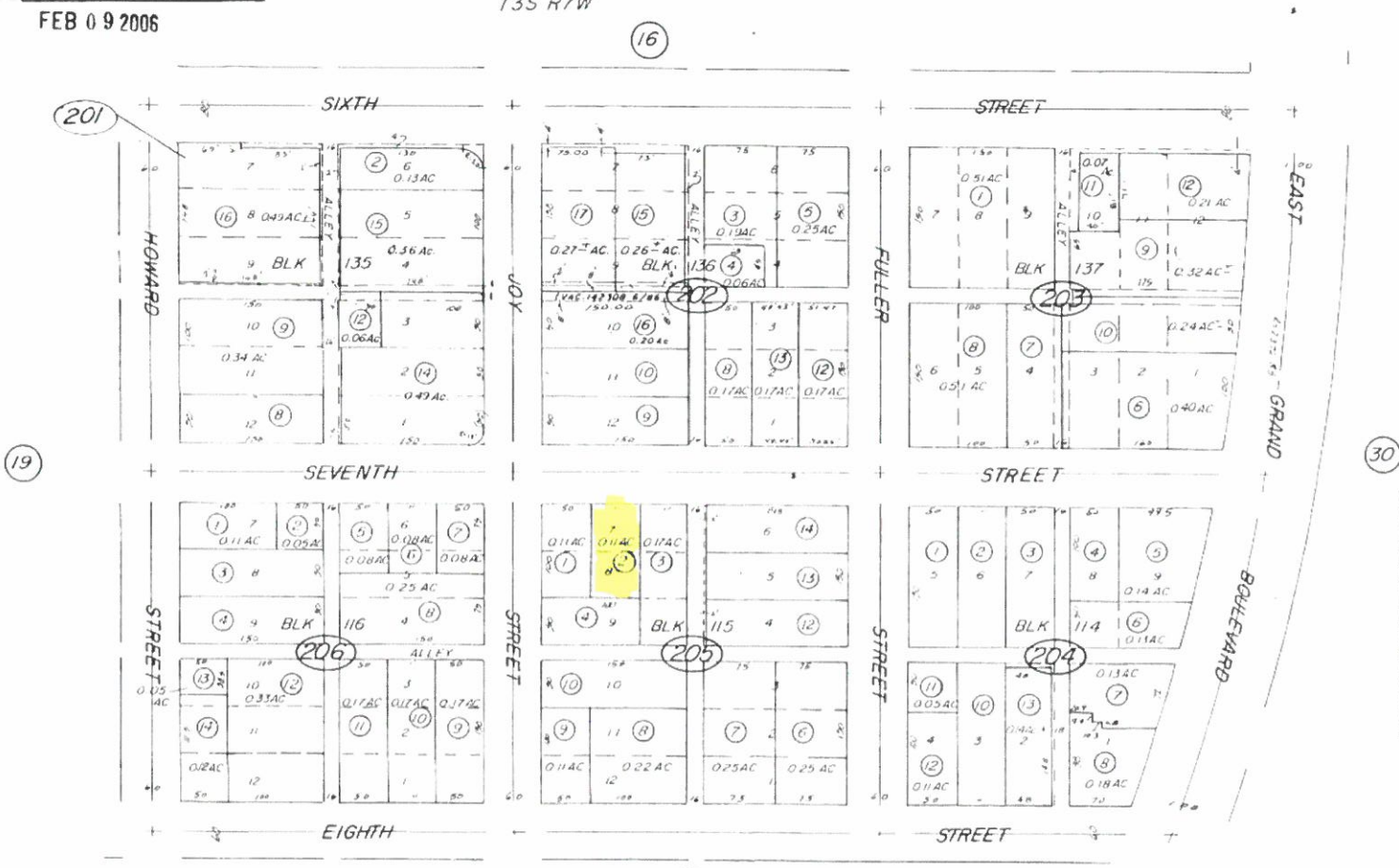
THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

FEB 0 9 2006

POR. CITY OF CORONA
(POR. SOUTH RIVERSIDE LAND AND WATER COMPANY)
T3S R7W

T.R.A. 401

117-20
B-4



DATE	OLD NO.	NEW NO.
8-86	202-2	13
"	202-11	18
8-88	202-14	17
10/88	203-2	11,ST
"	203-3	12, ST
7/05	205-5	11, ST
2/06	205-11	12-14

DATE	OLD NO.	NEW NO.
5/78	201-4,5,6	201-10
3/14	201-3	1
"	201-4	2
"	201-5	3
5/76	201-6	4
9/76	201-4	5
9/76	201-1	6, ST
3/76	201-1	6, ST
8/77	203-4	9
12/77	203-3	10
6/78	202-11	14
9/82	204-4	17

ASSESSOR'S MAP BK 117 PG 20
RIVERSIDE COUNTY CALIF

EMA: RS 64/02
RS 64/59

M89/6-8SB South Riverside Land And Water Company

Corona Courier-Saturday, 24 Jul 1909

Death of Herbert Heal

Mr. Herbert Heal, brother of Mrs. B. L. Shepherd, died at the home of his sister on Seventh street, on Thursday evening. His death was sudden, resulting from a severe attack of asthma, with which he has been a great sufferer for many years.

Mr. Heal was born in Maine, and was 56 years old at the time of his death. He was never married, and has lived at his sister's home for more than 20 years. He came to Corona with the Shepherd family when the town was in its infancy, and has been a resident of this place ever since. He was a quiet man, and lived a very quiet life, always suffering more or less with the disease which has finally taken his life. Some years ago, during the pastorate of Rev. J. S. Jewell, he was received into the membership of the Congregational church. His funeral was held at the Shepherd home at ten o'clock this morning, conducted by Rev. W. N. Burr.

Back to the Water Tanks.

Saturday, 16 Apr 1904 Corona Courier

age of 62.

On March 16, 1934, Arthur B. and Miss Grace Shepherd were married. Her father was B. L. Shepherd, one of the earliest grove owners in this vicinity. The year of his arrival was 1888.

Arthur and Grace Tuthill make their home at 1117 Sheridan street.

Edward Goodrich Tuthill

The Corona Daily Independent Wednesday 29 Apr 1942

CORONA CANDIDATES.

Clerk and Treasurer Seek Re-election. Woman's Improvement Club Will Help Schools.

CORONA, March 11.—Candidates for the city election are Capt. J. L. Marriam, treasurer; E. J. Genereux and Mason Terpening, for clerk; A. H. Cross, H. H. Holmes, Hively, F. Park, Enos and Hampton, for trustees. A. F. Gillett and E. P. Kidder remain as trustees for another term. Genereaux is now City Clerk and Merriam has been treasurer for several years.

Charles McMillan is enjoying a visit from his father, Hugh McMillan, who is 75 years old, and recently came here alone from Scotland.

Mrs. B. L. Shepherd has let the contract to Sam Bloom to erect a five-room modern cottage on her quarter block at Seventh and Joy streets. Work was bgun this week.

The Altar Society of the Catholic Church will give a literary and social entertainment St. Patrick's Day.

The Tuesday Musical Club met Monday afternoon at the E. P. Newton home on Kellogg avenue. A delightful programme was given.

WOMAN'S CLUB.

The Los Angeles Times March 12, 1910

ADDS NEW EQUIPMENT

Ralph Webster Improves His Service Station Here

Planning to give the Corona motorists the very best in service, Ralph Webster, who recently purchased the old Standard Oil station lease at Sixth and Victoria streets from Lincoln and Johnson, announced today the purchase of a new Alemite pressure lubricator of the very latest type. This powerful machine in the hands of Mr. Webster who has had twelve years of practical experience in the lubrication of cars, assures his patrons of correct and complete lubrication of every working part of the car. He invites the motorists of the city to visit his station and inspect the new equipment. Mr. Webster purchased this station about two months ago, returning to Corona with his family from Glendale where he was connected with one of the large automotive concerns of that city. He reports business in his newly acquired Corona station on the "up and up."

Corona Daily Independent Wednesday, October 24, 1928



EXHIBIT B1


589
EXHIBIT B2



590

EXHIBIT B3


506
591
EXHIBIT B4


592
EXHIBIT B5



593

EXHIBIT B6



EXHIBIT B7


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EXHIBIT B8



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EXHIBIT B9


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EXHIBIT B10


598
EXHIBIT B11


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EXHIBIT B12


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EXHIBIT B13



601

EXHIBIT B14

Corona Historic Preservation Society

August 4, 2019

Lupita Garcia, Assistant Planner
City of Corona Community Development Department
400 South Vicentia Avenue
Corona, California 92882

RE: Application for Landmark status on Corona's Register of Historic Resources for the property located at 506 East Seventh Street APN 117-205-002

Dear Ms. Garcia:

Please withdraw any previous letters or drafts of letters on this subject and substitute this letter as our response.

Over the years CHPS has received much advice and direction from sitting City Councilpersons that those properties on our local Register should represent the "best of the best" historic properties to be found in our community. We are mindful that the intent of the establishment of Corona Register was to provide a local register comparable with the California Register and the National Register, with similar criteria, definitions, and considerations, (Corona Municipal Code {CMC} Chapter 17.63.040 (A)). We also have concluded that Landmark properties listed on our local register may lack many details and are not necessarily worthy of consideration for the state or national register.

Members of our Society and former members of the Planning Staff have attended meetings of the California Historic Resources Commission where discussion took place on various applications to determine whether the acceptance criteria were met or not. State Office of Historic Preservation staff and Commission Members went to remarkable detailed lengths in taking their responsibilities very seriously and from time to time determined that a particular submission just did not measure up or didn't measure up at that moment. We have had similar experiences here in Corona.

This property was listed with "high" potential for future landmark consideration in the survey accomplished in 1982, that became Corona's Historic Resources Inventory List, based on its physical condition, continued integrity and year of construction (1900).Typically, only properties rated as "high" or restored to "high" status are considered for landmark designation, but additional criteria must also be met.

We understand that CMC Section 17.63.050 establishes our local Landmark Listing Criteria. Paragraph A defines what a landmark is and defines its eligibility if the City Council finds that **all** of the accompanying 4 criteria are met.

The Board of Directors of the Corona Historic Preservation Society offers the following concerns and comments for your consideration:

P.O. Box 2904 Corona, California 92878 951.898.2044 www.corona-history

EXHIBIT C

- CMC section 17.63.050 (A)(1) Requires that the property in question be 50 years old. This property clearly meets this criteria.

- CMC section 17.63.050 (A)(2) Requires that the property in question has significant historic, cultural, or architectural value and that its designation as a landmark is reasonable, appropriate and necessary to promote, preserve and further the purposes and intent of the Chapter. Our conclusion is that this property lacks significant historic, cultural or architectural value but it is one of the last remnants of a depleted stock of historic homes in our community so it does retain historic value.

- CMC section 17.63.050 (A)(3) Requires that the property exhibit one or more of the following 9 characteristics:

  (a) It is associated with events that have made a significant contribution to the history of Corona, the region, the state or the nation;
  (b) It is associated with the lives of persons significant in Corona's past;
  (c) It embodies distinctive characteristics of a style, type, period or method of construction or a valuable example of the use of materials or craftsmanship;
  (d) It exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, engineering, architectural or natural history;
  (e) It is representative of the work of a notable builder, designer or architect;
  (f) It exemplifies one of the best remaining architectural styles or types in a neighborhood or contains outstanding elements of architectural design, detail, materials or craftsmanship of a particular historic period;
  (g) It is in a unique location or contains physical characteristics representing an established and familiar visual feature of a neighborhood;
  (h) It is a potential source of archeological or paleontological interest;
  (i) It is or contains a natural setting or feature that strongly contributes to the well being of the people of the city;

After a review of a revised applicant's statement of architectural significance, for this submittal, the CHPS Board of Directors observed that there was not a clear current photograph of the front elevation of the house for us to evaluate. We were able to determine that the property located at 506 East Seventh Street met the minimum requirements of CMC Section 17.63.050(A)(3)(f) only. This property does a exemplify a " . . remaining architectural style or type in a neighborhood."

CMC section 17.63.050 (A)(4)(a) Requires that the property in question has integrity of location, design, setting, materials, workmanship, feeling and association;

(a) Integrity is the authenticity of an historic resource's physical identity, as evidenced by the survival of characteristics that existed during the historic resource's period of significance, to be recognizable and to convey the reasons for its significance. No significant alterations appear to have been made.

CMC section 17.63.050 (A)(4)(b) Requires that the property in question has "integrity of location, design, setting, materials, workmanship, feeling and association." After a review of a revised statement of significance, for this submittal, the CHPS Board of Directors determined that the property located at 506 East Seventh Street met the minimum requirements of CMC Section 17.63.050(A)(4)(a) and (b). It has been in place for 119 years and does possess " . . integrity of location, design, setting, materials,

workmanship, feeling and association."

CMC Section 17.63.050(A)(4)(b) further states that ". . A site, . . . that has diminished . . . appearance may still have sufficient integrity for the Corona Register if it retains the potential to yield significant scientific or historical information or specific data or retains sufficient character to convey the reasons for its significance. Thus, it is possible that a site, improvement or natural feature may not retain sufficient integrity to meet the criteria for listing on the California Register or National Register, but it may still be eligible for listing on the Corona Register; We seriously doubt whether significant scientific or historical information or specific data can be obtained from this site to add to the merits of this application.

We have concluded that this property, in its current condition, forces the viewer, when traveling eastward on Seventh Street, to imagine what the face of the house looks like from curbside. It is simply not visible from that angle, nor is a clear full frontal view possible when traveling westbound. In earlier correspondence we commented that this property was not sufficiently "polished up" for presentation as Landmark property and action on this application should be postponed until a later date.

While we understand that Corona's preservation agreements permit work plans to include street facing structural renovation and preservation as well as street facing front yard "greenscape" improvements. The decision on whether a property should be granted landmark status should not be based on promises by an owner to use any future Mills Act tax savings to bring the property landscaping up to community landmark expectations. To our knowledge, all of Corona's Landmark properties were "camera ready" when the City Council took final action on them. This property is not "camera ready" now. It our feeling that granting landmark status when "landmark worthy" street facing aesthetic landscaping is absent sets a bad precedent, and breaks faith with all other Landmark property owners who were required to complete such improvements prior to appearing on Planning Commission/ City Council agendas.

CMC Section 17.63.050(A)(4)(c) does not appear to require a response from CHPS.

The owners deserve much credit for their compliance with the Secretary of the Interior's Standards for Rehabilitation in all the restoration work accomplished on the home prior to the submission of the application. After careful evaluation we can only conclude that the structure meets minimum landmark criteria. However, this property's curbside appearance is not up to the standards met by all previous Landmark applicants.

This house has been here for 119 years. There is no compelling reason to declare this property a landmark at a time when qualifying work is incomplete. The structure will still be here next year. It is our recommendation that the owner make the landscaping improvements this year and resubmit the Landmark application next year.

Your careful review of our concerns, comments and conclusions is appreciated.

Sincerely,

FOR THE BOARD OF DIRECTORS

Richard Winn

Richard Winn, Acting Secretary

P.O. Box 2904 Corona, California 92878 951.898.2044 www.corona-history.org

CITY OF CORONA

PRELIMINARY EXEMPTION ASSESSMENT
(Certificate of Determination When attached to Notice of Exemption)

Name, Description and Location of Project:

HRLM2019-0002 is an application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as Historic Landmark Number 49 on the Corona Register of Historic Resources.

Entity or Person Undertaking Project:

___ A. Public Agency:

_X_ B. Other (private): Name: Robert & Angela Montanez
Address: 339 E. Hacienda Drive
Corona, CA 92879
Telephone No.: (951) 545-4210

Staff Determination:

The City's staff, having undertaken and completed a preliminary review of this project in accordance with the City's Resolution entitled "Local Guidelines of the City of Corona Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:

___A. The proposed action does not constitute a project under CEQA.
___B. The project is a Ministerial Project.
___C. The project is an Emergency Project.
___D. The project constitutes a feasibility` or planning study.
_X_E. The project is categorically exempt: *Class 31 (Historical Resource Restoration/Rehabilitation)*
___F. The project is a statutory exemption. Code section number:
___G. The project is otherwise exempt on the following basis:
___H. The project involves another public agency which constitutes the lead agency. Name of Lead Agency:

Date:_____

_____
Lupita Garcia, Assistant Planner
Lead Agency Representative

EXHIBIT D

NOTICE OF EXEMPTION

TO: CLERK OF THE BOARD OF
SUPERVISORS COUNTY OF RIVERSIDE

FROM: CITY OF CORONA
COMMUNITY DEVELOPMENT DEPT
400 S. VICENTIA AVE, SUITE 120
CORONA, CA 92882

1. Project title: *HRLM2019-0002*

2. Project location (specific): *506 E. Seventh Street, Corona, CA 92879*

3. a. Project location - City of Corona
b. Project location - County of Riverside

4. Description of nature, purpose and beneficiaries of project:

HRLM2019-0002 is an application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a Historic Landmark on the Corona Register of Historic Resource.

5. Name of public agency approving project: *City of Corona*

6. 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:

a. *Robert and Angela Montanez I*
339 E. Hacienda Drive
Corona, CA 92879
(951) 545-4210

7. Exempt Status (check one):
a. ____ Ministerial Project
b. ____ Not a project
c. ____ Emergency project
d. X Categorical Exemption. Class No.: *Class 31 (Historical Resource Restoration/Rehabilitation)*
e. ____ Declared Emergency.
f. ____ Statutory Exemption. State code section number
g. ____ Other: Explain:

8. Reasons why the project is exempt:

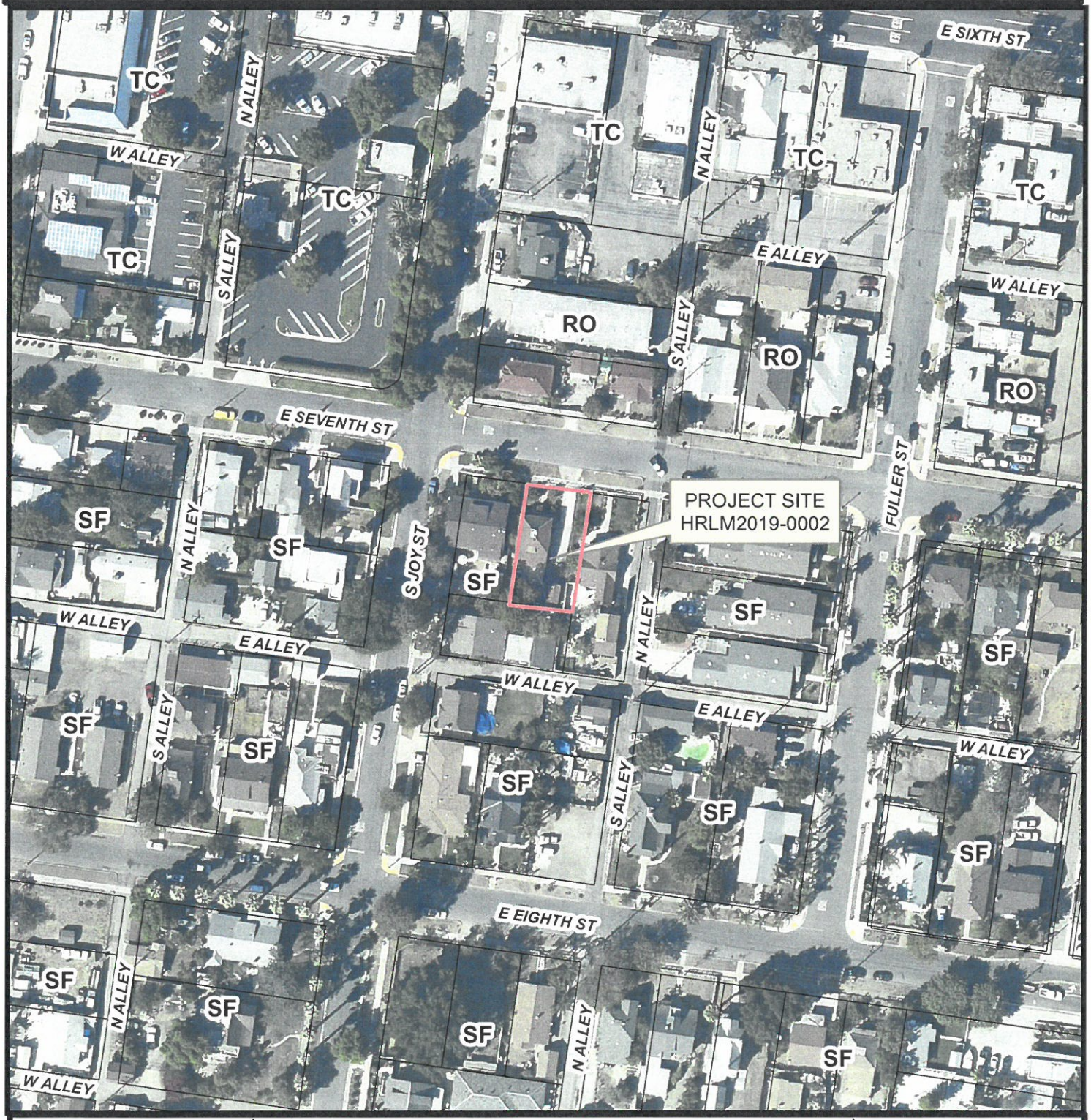
The proposal does not affect land uses or the public's well-being in terms of health, safety, or welfare. The proposal promotes the preservation of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, as applied by CMC Chapter 17.63. Therefore, there is no possibility of environmental effect.

9. Contact Person/Telephone No.: *Lupita Garcia, Assistant Planner / (951)736-2262*

10. Attach Preliminary Exemption Assessment (Form "A") before filing:

Date received for filing:_____ Signature:_____
Lupita Garcia, Assistant Planner

LOCATIONAL MAP



Date: 07/26/2019

506 E. Seventh Street
HRLM2019-0002

N
W E
S

EXHIBIT E

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Monday, August 26, 2019

6:00 PM

Council Chambers

Planning and Housing Commission

Karen Alexander, Chair
Timothy Jones, Vice Chair
David Hooks, Commissioner
Craig Siqueland, Commissioner
Viren Shah, Commissioner

EXHIBIT 4

ROLLCALL

Present 5 - Commissioner Viren Shah, Vice Chair Tim Jones, Chair Karen Alexander, Commissioner Craig Siqueland, and Commissioner David Hooks

1. CALL TO ORDER

Chair Alexander called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Commissioner Hooks led the Pledge of Allegiance.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

None.

4. CONSENT ITEMS

None.

5. PUBLIC HEARINGS

19-0752 CUP2018-0014 (CONTINUED): Conditional Use Permit application to establish and operate a 4,375 square foot public charter school within an existing commercial building located at 700 North Main Street in the CR (Commercial Retail) District of the North Main Street Specific Plan (SP99-01) (Applicant: Bill Calleja of Pivot Charter School, 700 North Main Street, Corona, CA 92880).

Attachments: Staff Report

A motion was made by Commissioner Shah, seconded by Commissioner Siqueland, that the Planning and Housing Commission CONTINUE item CUP2018-0014 to the Planning and Housing Commission meeting of September 9, 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0754 HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

Attachments: Staff Report
Locational and Zoning Map
Exhibit A - Statement of architectural and historical significance
Exhibits B1-B14 - Photographs of Property
Exhibit C - CHPS letter dated August 4, 2019
Exhibit D - Environmental Documentation
Exhibit E - Aerial map of property
HRLM2019-0002 PP Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for HRLM2019-0002. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the item before the public hearing is opened.

TOM RICHINS, SPOKE ON BEHALF OF APPLICANT ROBERT MONTANEZ, gave a brief description on the history of the home and provided clarification regarding the add-on to the home and the year the home was built. He also stated that if the home is approved for a Mills Act contract, the applicant would be allowed to take the savings and apply it towards the preservation and maintenace of the home.

ANGELA MONTANEZ, APPLICANT, commented that trees in the front yard will be pruned.

Chair Alexander opened the public hearing.

RICHARD WINN, REPRESENTING CORONA HISTORIC PRESERVATION SOCIETY (CHPS), spoke about CHPS's concerns for this home being listed as a local landmark. He indicated the current condition of the home and property does not compare to other historic homes that have been given local landmark status and that the owner should do more work on the property to better the appearance before it is listed as a local landmark. He also showed an example of another home in the city that is same style as the applicant's home, but demonstrates a better appearance from the street.

Chair Alexander closed the public hearing.

Commissioner Hooks expressed his agreement on the recommendation for the tress to be pruned.

Vice Chair Jones asked if the attic ventilation located on the roof can be removed or relocated to keep the historic value of the home.

Angela Montanez responded yes.

Mr. Richins expressed his acknowledgement of the Mills Act and agreed that the attic ventilation should be removed to keep the historic value of the home; and that it can be easily done with the cost savings the owner will have through the Mills Act.

Vice Chair Jones asked that the removal of the attic ventilation be added to the conditions of approval.

Commissioner Siqueland commented he believes the home is a good example of a historic home in Corona. He also recommends that a landscape maintenance agreement be established for this property to include tree trimming.

JOANNE COLETTA, DIRECTOR OF COMMUNITY DEVELOPMENT, stated an improvement plan can be added to the Mills Act contract. Ms. Coletta explained the terms of the Mills Act contract to the Commissioners.

Chair Alexander expressed she likes the historic preservation in the city and thanked the CHPS and the applicant for all their work. She also commented on the letter she received from Mr. Winn. She agrees this home meets the requirements stated in the Corona Municipal Code (CMC) for placement as a historic landmark, which was also stated in the letter received from CHPS.

Commissioner Shah asked if there will be a plaque in front of the home identifying it as a historic landmark.

Mr. Richins responded he only knows of one home that current displays a plaque. He mentioned people can look up historic homes on the website.

Chair Alexander thanked the Riverside Cultural Heritage Commissioner and the Redlands Historic Society and spoke about the CHPS considering a similar tier program to the Riverside and Redlands Historic Society. She also thanked the previous three presidents of the CHPS and the Richins family.

A motion was made by Commissioner Siqueland, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council, based on the satisfaction of the listed criteria

contained in the staff report and the added conditions of approval that a maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract, the trees in the front yard shall be pruned prior to approval of the Mills Act contract and the roof turbine shall be relocated to make it less visible from the street.The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0737 PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

Attachments: Staff Report

Resolution No. 2540

Locational and Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C- Floor Plan

Exhibit D - Colored Elevations

Exhibit E - Wall Elevations

Exhibit F - Colored Landscape Plan

Exhibits G1-G3 - Proposed Signage

Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans

Exhibit I - Environmental Documentation

Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue

Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

PP2018-0005 Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for PP2018-005. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the application before the public hearing is opened.

MIKE CALAHAN, REPRESENTING LA FITNESS ON BEHALF OF APPLICANT, GREG GILL, thanked the Commissioners and Ms. Garcia for all their hard word they put into this project. Mr. Calahan expressed all the

conditions of approval are acceptable except for condition #5 under the Building Divison. He believes since the pool is located inside a building, in a separate room, a fence should not be required. He asked for that condition to be removed.

Commissioner Siqueland expressed his approval for this project. He asked if there will be an impact to the residents located behind the property with regards to the retaining wall being built.

Mr. Calahan replied there will be no impact to the residents and the wall will be within the LA Fitness parcel.

Commissioner Siqueland asked for additional clarification and wanted to know if the wall will be built behind the existing fence.

Mr. Calahan replied yes, but the residents will have ability remove their existing wood fence along their rear property line and use the new block wall.

Commissioner Siqueland asked if the vacant lot (Pad B) will be irrigated and maintained until it is fully developed.

Mr. Calahan responded yes.

Commissioner Siqueland asked if the operating hours are a part of the application and can they be changed at any given time.

Mr. Calahan responded yes the operating hours can be changed without the city's approval.

Vice Chair Jones asked if the main entrance is the only access entry into the building for members.

Mr. Calahan responded all members will have to come through the main entrance to enter the building because of the check-in procedures for members.

Vice Chair Jones asked if there will be any security measures installed on the building.

Mr. Calahan responded they did not propose security cameras on the outside of the building as it is not required by city ordinance, but have done exterior cameras in other cities.

Vice Chair Jones expressed his security concerns for the patrons who park

towards the rear of the building.

Mr. Calahan responded they will consider installing security cameras to monitor the parking lot.

Vice Chair Jones asked if there are other measures that could be taken to make sure the site is more secure around the perimeter of the building.

Mr. Calahan gave an explanation as to why the site plan was designed as it is and explained all measures were considered in the planning process.

Vice Chair Jones agreed with Mr. Calahan and expressed his concern for the safety of patrons to the rear of the building going to their cars.

Mr. Calahan responded the applicant will consider installing security cameras to monitor the rear parking lot.

Commissioner Hooks expressed his concerns over the safety of the patrons and asked if the lighting at the rear of the building will be attached to the building or free standing.

Mr. Calahan responded the lighting will be free standing and additional lighting will be outside the rear exit doors. He explained the design of the lighting and that it will not have an impact to the residents.

Chair Alexander expressed her concerns regarding trespassing to the rear of the building due to the type of shrubs that may conceal trespassers. She suggested a different type of ground cover be considered instead of shrubs along the rear planter. She also suggested a motion sensor be installed to the rear of the building.

Mr. Calahan responded it will be considered.

Chair Alexander expressed her concerns for loitering at the future Pad B location. She suggested a fence be placed around the site to prevent loitering.

Mr. Calahan responded a fence will be considered.

Vice Chair Jones asked what the time frame would be for the block wall to be built between the site and the residents.

Mr. Calahan responded it will take approximately six weeks for the wall to be built and a temporary fence will be placed during construction so residents privacy will not be impacted.

Commissioner Siqueland asked city staff about the condition regarding the fence being placed around the pool.

Ms. Coletta responded it is a standard condition of approval, but this condition does not apply to this project and will be removed from the conditions of approval.

Chair Alexander opened the public hearing.

JOE MORGAN, RESIDENT, expressed his approval for this project and thanked the applicant and city staff.

Chair Alexander closed the public hearing.

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and adopt Resolution No. 2540 GRANTING PP2018-0005, based on the findings contained in the staff report and conditions of approval with the removal of condition 5 (building division) and the added conditions: to install security cameras in the parking lot with signage indicating the property is under surveillance and the security tapes be kept for 30 days for retention purposes, install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property and the parking lot light poles located along the north perimeter of the project site be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjuction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0747 GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2538

Locational & Zoning Map

Exhibit A - Proposed General Plan Amendment

Exhibit B - Aerial Map

Exhibit C - Existing General Plan Designation

Exhibit D - Site Plan

Exhibit E - Environmental Documentation

Exhibit F - Public Correspondence

GPA2019-0001, SPA2019-0001, PM 37565, PP2019-0003 PP Presentation

At the request of Chair Alexander, Sandra Yang, Senior Planner, presented the staff reports for GPA2019-0001, SPA2019-0001, PP2019-0001 and PM 37565. At the conclusion of her presentation, Ms. Yang offered to answer any questions of the Commission.

Vice Chair Jones asked if the parking on Belle Avenue is required parking for the proposed site.

Ms. Yang responded the site is over parked and the street parking would be excess parking.

Commissioner Siqueland asked how much of the building will City of Hope occupy and what services will be offered.

RICHARD BOURESTON, REPRESENTING BOURESTON DEVELOPMENT, responded City of Hope will be occupying all of Building A and they provide a broad range of services.

RICHARD GANN, REPRESENTING CITY OF HOPE, explained they are a cancer research hospital and he explained the services that will be provided.

Chair Alexander asked how this new facility will impact the existing facility located in Corona.

Mr. Gann responded they will be relocating from the current location to this new location.

Chair Alexander opened the public hearing.

Ms. Yang provided clarification on the street parking on Belle Avenue. She stated 24 parking spaces on Belle Avenue are part of the required parking

for the site.

Vice Chair Jones asked for clarification, are 24 parking spaces required to meet the building parking requirements and will the other remaining spaces be for excess parking. He asked how many parking spaces will be constructed on Belle Avenue.

Ms. Yang responded 24 parking spaces are required and a total of 54 parking spaces are planned on Belle Ave.

Commissioner Shah asked how many parking spaces are on Belle Avenue.

Ms. Yang responded the plan proposes 54 parking spaces on Belle Avenue.

Chair Alexander opened the public hearing.

ELIZABETH MCCREARY, CITY OF CORONA PARKS AND RECREATION COMMISSIONER, expressed her concerns regarding the parking because this project would remove the overflow parking lot currently used by the library.

Ms. Yang responded the existing parking lot contains 41 parking stalls and the parking will be replaced with 54 parking spaces planned on Belle Avenue. The applicant and city will have a shared parking agreement that will allow library patrons to use the on-street parking during the medical offices off-peak business hours.

Chair Alexander asked what the office hours will be for the City of Hope.

Mr. Gann responded the operating hours for City of Hope are normally 8:00 a.m. to 5:00 p.m. and at times patients getting infusion treatments may go later into the afternoon with radiology and oncology patients mostly seen in the morning hours.

Chair Alexander asked with the doubling of the square footage, if services could expand beyond 5:00 p.m.

Mr. Gann responded it is difficult to predict but their cliente is reduced toward the end of the day.

Ms. Coletta asked if the clientele would be different in the evening hours.

Mr. Gann responded it would depend on the type of treatments that are

being done, such as infusion care.

KEVIN CHENG, REPRESENTING CITY OF HOPE, responded the current hours of operation are 8:00 a.m. to 5:00 p.m. He also explained which procedures are typically done in the morning versus the afternoon.

DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER, stated that he is working with city management and the Library department on ways to improve the library parking lot and their availability for parking. He stated they are evaluating ways to reconfigure the library parking lot.

DOTTIE LARADEN, RESIDENT / RETIRED LIBRARIAN, spoke about her concern with the parking on Belle Avenue and it being a route for ambulances.

Mr. Ralls responded ambulances will still route through Belle Avenue. He explained that the proposed street parking is designed to allow cars to pass on the street with the parking.

Chair Alexander closed the public hearing.

Commissioner Shah asked if there is a plan to have a mutual access to the parking lot between the two proposed buildings and the hospital parking lot.

Ms. Yang responded no.

TOM KOPER, PUBLIC WORKS ASSISTANT DIRECTOR, explained the sewer line in the alley between the two buildings and mentioned the diagonal parking on the hospital parking lot will remain.

Commissioner Shah asked if Building B will have interface with City of Hope.

Mr. Koper responded Building B will not be affiliated with the City of Hope.

Vice Chair Jones asked if Building B will have similar operating hours as the City of Hope.

Mr. Boureston responded various tenants will occupy Building B which can include a surgery center and urgent care, and this building will have no direct affiliation with the City of Hope.

Vice Chair Jones commented he supports this project.

A motion was made by Vice Chair Jones, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated

Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of GPA2019-0001, based on the findings contained in the staff report and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of the General Plan Amendments for 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0757 SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Proposed Specific Plan Amendment

Exhibit B - Conditions of Approval

Exhibit C - Aerial Map

Exhibit D - Existing Specific Plan Designation

Exhibit E - Existing General Plan Designation

Exhibit F - Site Plan

Exhibit G - Applicant's letter dated March 5, 2019, explaining Specific Plan and General Plan amendments

Exhibit H - Legal description of the specific plan amendment site

Exhibit I - Environmental Documentation

Exhibit J - Public Correspondence

A motion was made by Commissioner Siqueland, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of SPA2019-0001 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0759 PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2539

Locational & Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C - Parcel Map 37565

Exhibit D1 & D2 - Floor Plans

Exhibit E - Colored Elevations for Building A

Exhibit F - Colored Elevations for Building B

Exhibit G - Detailed Elevations for Building A

Exhibit H - Detailed Elevations for Building B

Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings

Exhibit J - Landscape Plan

Exhibit K - Sign Program

Exhibit L - Proposed Corona Cruiser Bus Route Change

Exhibit M - Angled parking design on Belle Avenue

Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans

Exhibit O - Environmental Documentation

Exhibit P - Public Correspondence

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and Resolution No. 2539 GRANTING PP2019-0003, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0758 PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Parcel Map 37565

Exhibit B - Conditions of Approval

Exhibit C - Site Plan

Exhibit D - Proposed Corona Cruiser Bus Route Change

Exhibit E - Applicant's letter dated May 21, 2019 giving essential subdivision information

Exhibit F - Environmental Documentation.pdf

Exhibit G - Public Correspondence

A motion was made by Vice Chair Jones, seconded by Chair Alexander, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of PM 37565 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

6. WRITTEN COMMUNICATIONS

None.

7. ADMINISTRATIVE REPORTS

None.

8. PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

9. ADJOURNMENT

Chair Alexander adjourned the meeting at 7:39 p.m. to the Planning and Housing Commission meeting of Monday, September 9, 2019, commencing at 6:00 p.m. in the City Hall Council Chambers.

Project Conditions
City of Corona

Project Number: HRLM2019-0002

Description: **HISTORICAL RESOURCE NOMINATION 506 E 7TH STREET**

Applied: **5/31/2019**

Approved:

Site Address: **506 E SEVENTH ST CORONA, CA 92879**

Closed:

Expired:

Status: **RECEIVED**

Applicant: **ROBER & ANGELA MONTANEZ**
339 E HACIENDA DRIVE CORONA CA, 92879

Parent Project:

Details:

LIST OF CONDITIONS	
DEPARTMENT	**CONTACT**
PLANNING	**Lupita Garcia**

1. The roof turbine shall be relocated to make it less visible from the street. [ADDED AT THE PLANNING & HOUSING COMMISSION MEETING ON AUGUST 26, 2019}.
2. The trees in the front yard shall be pruned prior to approval of the Mills Act contract. [ADDED AT THE PLANNING & HOUSING COMMISSION MEETING ON AUGUST 26, 2019}.
3. A maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract. [ADDED AT THE PLANNING & HOUSING COMMISSION MEETING ON AUGUST 26, 2019}.

EXHIBIT 5

File #: 19-0780

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public Hearing for City Council consideration of Resolution No. 2019-081 for GPA2019-0001 approving an amendment to the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres (located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue). (Applicant: Richard Boureston of Boureston Development)

RECOMMENDED ACTION:
That the City Council:

1. Approve GPA2019-0001 as recommended by the Planning and Housing Commission, based on the analysis and findings contained in the staff report; and adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan.

2. Adopt Resolution No. 2019-081, approving an amendment to the City's General Plan to change the land use designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres (located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue) and implement corresponding changes to associated text and exhibits within the General Plan as part of Cycle 2 of the General Plan Amendment for 2019.

ANALYSIS:
GPA2019-0001 is an application to amend the General Plan land use plan to enable the development of two medical office buildings on a site that totals 3.48 acres located on Sixth Street between Sheridan Street and Belle Avenue. The project site contains 13 parcels and public rights-of-ways fo

two alleys and the portion of Seventh Street between Sheridan Street and Belle Avenue. The applicant is proposing to vacate the two alleys and Seventh Street within the project boundary and then combine the vacated rights-of-way with the 13 parcels to create two new parcels by processing a parcel map (PM 37565). Different General Plan designations exist among the parcels and no designation exists for Seventh Street or the alleys. Therefore, the General Plan amendment proposes to establish the necessary land use designations on the project site to facilitate the development of the two medical office buildings.

The six parcels located north of Seventh Street between Sheridan Street and Belle Avenue are currently designated as Mixed Use Downtown (MUD). The four properties located on the south side of Seventh Street and the alley are currently designated as Low Density Residential (LDR, 3-6 du/ac). This area is 0.50 acres. The three parcels located east between the alley and Belle Avenue are designated as Office Professional (OP). The project is a medical office use which is permitted under the MUD and OP designations; however, the use is not permitted under the LDR designation. Therefore, the General Plan amendment will change the LDR designation of the four parcels to OP in order to allow the parcels to be developed in conjunction with the other parcels. The OP designation would be consistent with the existing OP properties located on the same block.

For the segment of Seventh Street and the two alleys that will be vacated, which is 0.56 acres, a General Plan designation needs to be established over these public rights-of-way in order to provide consistency with the land use designation being established on the adjoining parcels. The MUD designation will be established over the alley located within the block of parcels north of Seventh Street, which is consistent with the existing MUD designation in this area. The OP designation will be established over Seventh Street and the alley located within the block of parcels located south of Seventh Street. The OP designation is consistent with the OP designation in this area.

GPA2019-0001 is consistent with General Plan Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.

COMMITTEE ACTION:
The Infrastructure Committee was given an update on the project at their meeting on July 31, 2017.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $6,331.00 in application processing fees for the General Plan Amendment.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Jones/Shah) and carried unanimously, that the Planning and Housing Commission recommend adoption of the Mitigation Negative Declaration and Mitigation Monitoring Plan, and approval of GPA2019-0001 to the City Council, based on the findings contained in the staff report, and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle 2 of the General Plan Amendments for 2019. The minutes of the Planning and Housing Commission meeting are included as Exhibit 5.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - City Resolution No. 2019-081.
2. Exhibit 2 - Locational and Zoning Map.
3. Exhibit 3 - Proposed Amendment.
4. Exhibit 4 - Planning and Housing Commission Staff Report.
5. Exhibit 5 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION
Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626

File #: 19-0780

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public Hearing for City Council consideration of Resolution No. 2019-081 for GPA2019-0001 approving an amendment to the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres (located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue). (Applicant: Richard Boureston of Boureston Development)

RECOMMENDED ACTION:
That the City Council:

1. Approve GPA2019-0001 as recommended by the Planning and Housing Commission, based on the analysis and findings contained in the staff report; and adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan.

2. Adopt Resolution No. 2019-081, approving an amendment to the City's General Plan to change the land use designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres (located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue) and implement corresponding changes to associated text and exhibits within the General Plan as part of Cycle 2 of the General Plan Amendment for 2019.

ANALYSIS:
GPA2019-0001 is an application to amend the General Plan land use plan to enable the development of two medical office buildings on a site that totals 3.48 acres located on Sixth Street between Sheridan Street and Belle Avenue. The project site contains 13 parcels and public rights-of-ways fo

two alleys and the portion of Seventh Street between Sheridan Street and Belle Avenue. The applicant is proposing to vacate the two alleys and Seventh Street within the project boundary and then combine the vacated rights-of-way with the 13 parcels to create two new parcels by processing a parcel map (PM 37565). Different General Plan designations exist among the parcels and no designation exists for Seventh Street or the alleys. Therefore, the General Plan amendment proposes to establish the necessary land use designations on the project site to facilitate the development of the two medical office buildings.

The six parcels located north of Seventh Street between Sheridan Street and Belle Avenue are currently designated as Mixed Use Downtown (MUD). The four properties located on the south side of Seventh Street and the alley are currently designated as Low Density Residential (LDR, 3-6 du/ac). This area is 0.50 acres. The three parcels located east between the alley and Belle Avenue are designated as Office Professional (OP). The project is a medical office use which is permitted under the MUD and OP designations; however, the use is not permitted under the LDR designation. Therefore, the General Plan amendment will change the LDR designation of the four parcels to OP in order to allow the parcels to be developed in conjunction with the other parcels. The OP designation would be consistent with the existing OP properties located on the same block.

For the segment of Seventh Street and the two alleys that will be vacated, which is 0.56 acres, a General Plan designation needs to be established over these public rights-of-way in order to provide consistency with the land use designation being established on the adjoining parcels. The MUD designation will be established over the alley located within the block of parcels north of Seventh Street, which is consistent with the existing MUD designation in this area. The OP designation will be established over Seventh Street and the alley located within the block of parcels located south of Seventh Street. The OP designation is consistent with the OP designation in this area.

GPA2019-0001 is consistent with General Plan Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.

COMMITTEE ACTION:
The Infrastructure Committee was given an update on the project at their meeting on July 31, 2017.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $6,331.00 in application processing fees for the General Plan Amendment.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Jones/Shah) and carried unanimously, that the Planning and Housing Commission recommend adoption of the Mitigation Negative Declaration and Mitigation Monitoring Plan, and approval of GPA2019-0001 to the City Council, based on the findings contained in the staff report, and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle 2 of the General Plan Amendments for 2019. The minutes of the Planning and Housing Commission meeting are included as Exhibit 5.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - City Resolution No. 2019-081.
2. Exhibit 2 - Locational and Zoning Map.
3. Exhibit 3 - Proposed Amendment.
4. Exhibit 4 - Planning and Housing Commission Staff Report.
5. Exhibit 5 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION
Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626

RESOLUTION NO. 2019-081

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING AN AMENDMENT TO THE CITY'S GENERAL PLAN TO: (1) CHANGE THE LAND USE DESIGNATION ON FOUR PROPERTIES FROM LOW DENSITY RESIDENTIAL (LDR) TO OFFICE PROFESSIONAL (OP), AND (2) ESTABLISH THE OFFICE PROFESSIONAL AND MIXED USE DOWNTOWN (MUD) DESIGNATION IN ORDER TO FACILITATE THE DEVELOPMENT OF A MEDICAL OFFICE PARK ON A TOTAL OF 3.48 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF WEST SIXTH STREET, BETWEEN SHERIDAN STREET AND BELLE AVENUE, AND IMPLEMENT CORRESPONDING CHANGES TO ASSOCIATED TEXT AND EXHIBITS WITHIN THE GENERAL PLAN AS PART OF CYCLE 2 OF THE GENERAL PLAN AMENDMENTS FOR 2019 (GPA2019-0001)

WHEREAS, on August 26, 2019, the Planning and Housing Commission of the City of Corona ("Planning Commission") conducted a duly noticed public hearing and recommended that the City Council of the City of Corona ("City Council") approve GPA2019-0001 as part of the General Plan Amendments for Cycle 2 for calendar year 2019 to amend the City's General Plan to: (1) change the land use designation on four (4) properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP), and (2) establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way in order to facilitate the development of a medical office park on a total of 3.48 acres of real property located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue ("General Plan Amendment"); and

WHEREAS, the General Plan Amendment was submitted in conjunction with an amendment to the Downtown Revitalization Specific Plan (SP98-01) (SPA2019-0001); and

WHEREAS, on the basis of the initial study, which indicated that all potential environmental impacts from this General Plan Amendment were less than significant or could be mitigated to a level of insignificance, a Mitigated Negative Declaration ("MND") was prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines; and

WHEREAS, the MND was made available to the public and to all interested

EXHIBIT 1

agencies for review and comment on August 7, 2019, pursuant to CEQA, the State CEQA Guidelines and the City of Corona Local CEQA Guidelines; and

WHEREAS, the Planning Commission based its recommendation to adopt the General Plan Amendment on the findings set forth below, and the adoption of the MND; and

WHEREAS, on September 18, 2019, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard and the General Plan Amendment was comprehensively reviewed; and

WHEREAS, the General Plan Amendment proposes a change to the General Plan Land Use Map based on the findings below.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona, California as follows:

SECTION 1. CEQA Findings. The City Council has reviewed and considered the information contained in the MND, the initial study and the administrative record for this General Plan Amendment, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the whole record before it, including the MND, the initial study and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

A. The MND, initial study and administrative record have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Corona Local CEQA Guidelines.

B. The MND and initial study contain a complete and accurate reporting of the environmental impacts associated with this General Plan Amendment and reflects the independent judgment and analysis of the City Council.

C. There is no substantial evidence in the administrative record supporting a fair argument that this General Plan Amendment may result in significant environmental impacts.

D. All environmental impacts of the General Plan Amendment are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the MND, the Mitigation Monitoring and Reporting Program and the initial study.

SECTION 2. Adoption of Mitigated Negative Declaration. The City Council hereby approves and adopts the MND prepared for this General Plan Amendment.

SECTION 3. Adoption of the Mitigation Monitoring and Reporting Program. The City Council hereby approves and adopts the Mitigation Monitoring and Reporting Program

prepared for this General Plan Amendment and attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 4. General Plan Amendment Findings. 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. This proposed General Plan Amendment is in conformity with the General Plan for the following reasons:

i. This General Plan Amendment is consistent with Policies 1.1.1 and 1.1.2 of the General Plan as it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimizes the need for Corona's residents to travel to surrounding communities for services and employment.

ii. This General Plan Amendment is consistent with Policy 1.4.3 of the General Plan as it will allow for the development of vacant property on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.

iii. This General Plan Amendment is consistent with Policy 1.17.6 of the General Plan as the project is designed with centralized parking facilities that can be shared by multiple tenants within the two medical office buildings.

iv. This General Plan Amendment is consistent with Policy 1.17.7 of the General Plan as the project allows for the development of a medical office park that is attractive in architectural design and landscaping and creates an environment conducive to economic revitalization in accordance with the Downtown Revitalization Specific Plan.

v. This General Plan Amendment is consistent with Policy 1.17.9 of the General Plan as it promotes the consolidation of individual lots for the development of cohesive and well-designed commercial and mixed-use projects that maintain the area's character and low-rise and pedestrian-oriented buildings with distinctive storefronts.

SECTION 5. Approval of General Plan Amendment GPA2019-0001. The General Plan Amendment (GPA2019-0001) is hereby approved.

SECTION 6. Approval of Land Use Map. The City Council hereby adopts the amendment to the City's General Plan Land Use Map as set forth on the map attached hereto as Exhibit "B" and incorporated herein by reference.

SECTION 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which the findings set forth in this Resolution have been based are located at City of Corona City Hall, 400 S. Vicentia Avenue, Corona, California 92882. The custodian for these records is Joanne Coletta, Community Development Director.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2019.

_____
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 introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 18th day of September, 2019, by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 18th day of September, 2019.

_____
City Clerk of the City of Corona, California

(SEAL)

EXHIBIT "A"

MITIGATION MONITORING AND REPORTING PROGRAM

(THE MMRP IS ATTACHED AS PAGES A-1 THROUGH A-8 BEHIND THIS PAGE)

MITIGATION MONITORING AND REPORTING PROGRAM
CITY OF CORONA

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person
	Air Quality				
1	Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works
2	In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks: a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology. b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors. c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works

	Biological Resources				
3	If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
	Hazards and Hazardous Materials				
4	Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
5	Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
	Noise				
6	Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
6	No impact pile driving activities shall be allowed on the project site.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
8	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
9	Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.	Condition of Approval	Submittal of grading plans and field inspection.	Prior to issuance of a grading permit and during grading and construction.	Public Works

10	Obtain a construction work permit from the City of Corona prior to starting construction.	Condition of Approval	Submittal of building and grading plans.	Prior to issuance of a building and grading permit.	Building and Public Works
11	All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.		Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
12	Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
13	Limit engine idling time for all trucks to 5 minutes or less.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
14	A "windows closed" condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
15	Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
	Aesthetics				
16	Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.	Condition of Approval	Submittal of a photometric analysis.	Prior to issuance of a building permit.	Building and Planning

	Cultural Resources				
17	**Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
18	**Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include: i. Project grading and development scheduling; ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists; iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

	the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.				
19	**Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries: a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and b. **Treatment and Final Disposition:** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same: i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed; ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and. iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.				
20	**Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
21	**Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out: *a.* The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

	salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques. *b.* All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.				
22	**Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts. The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).				

EXHIBIT "B"

PROPOSED CHANGES TO LAND USE MAP OF THE GENERAL PLAN

GPA2019-0001

(THE PROPOSED LAND USE MAP IS ATTACHED AS PAGE B BEHIND THIS PAGE)

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: PARKING LOT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
PROPOSED ZONING: D
EXISTING LAND USE: VACANT
PROPOSED LAND USE: FUTURE MEDICAL OFFICE

EXISTING ZONING: D
EXISTING LAND USE: BANK

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CLINIC

EXISTING ZONING: CS
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING LAND USE: URGENT CARE

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CENTER

BELLE AVE

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: D
EXISTING LAND USE: SINGLE FAMILY

6TH STREET

8TH STREET

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CENTER

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MEDICAL OFFICE

SHERIDAN STREET

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE: GAS STATION

EXISTING ZONING: TC
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: TC
EXISTING LAND USE: SINGLE FAMILY

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: SF
EXISTING LAND USE: SINGLE FAMILY

EXISTING ZONING: SF
EXISTING GENERAL PLAN: LDR
PROPOSED ZONING: D
PROPOSED GENERAL PLAN: OP
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

ABBREVIATIONS:

ZONING:
- D — DOWNTOWN
- SF — SINGLE FAMILY
- CS — COMMUNITY SERVICES

GENERAL PLAN:
- MUD — MIXED USE DOWNTOWN
- OP — OFFICE PROFESSIONAL
- PARCELS BEING CHANGED TO OP (1.0 ACRES)

100' 0' 50' 100'

SCALE: 1" = 100'

CORONA MEDICAL CENTER
(GENERAL PLAN AMENDMENT)

6TH ST. AND BELLE AVE.
SP-98-1 DOWNTOWN REUTILIZATION SPECIFIC PLAN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

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EXHIBIT B

LOCATIONAL & ZONING MAP



Date: 08/21/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

N W E S

EXHIBIT 2

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: PARKING LOT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
PROPOSED ZONING: D
EXISTING LAND USE: VACANT
PROPOSED LAND USE: FUTURE MEDICAL OFFICE

EXISTING ZONING: D
EXISTING LAND USE: BANK

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CLINIC

EXISTING ZONING: CS
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING LAND USE: URGENT CARE

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CENTER

BELLE AVE

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CENTER

6TH STREET

8TH STREET

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MEDICAL OFFICE

SHERIDAN STREET

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE: GAS STATION

EXISTING ZONING: TC
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: TC
EXISTING LAND USE: SINGLE FAMILY

EXISTING ZONING: SF
EXISTING LAND USE: SINGLE FAMILY

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: SF
EXISTING GENERAL PLAN: LDR
PROPOSED ZONING: D
PROPOSED GENERAL PLAN: OP
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

ABBREVIATIONS:

ZONING:
- D — DOWNTOWN
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- CS — COMMUNITY SERVICES

GENERAL PLAN:
- MUD — MIXED USE DOWNTOWN
- OP — OFFICE PROFESSIONAL
- PARCELS BEING CHANGED TO OP (1.0 ACRES)

100' 0' 50' 100'

SCALE: 1" = 100'

CORONA MEDICAL CENTER
(GENERAL PLAN AMENDMENT)

6TH ST. AND BELLE AVE.
SP-98-1 DOWNTOWN REUTILIZATION SPECIFIC PLAN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

\PROJECTS\003\EXHIBITS\832-003XH01-GENERAL PLAN AMMENDMENT.DWG (05-14-2019 10:35:42AM) Plotted by: Gabreelle Gonzalez

EXHIBIT 3

File #: 19-0747

PLANNING AND HOUSING COMMISSION
STAFF REPORT

DATE: 8/26/2019

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:

GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

RECOMMENDED ACTION:

That the Planning and Housing Commission recommend adoption the Mitigated Negative Declaration and the Mitigation Monitoring Plan and **APPROVAL of GPA2019-0001**, based on the findings contained in the staff report, and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of General Plan Amendments for 2019.

PROJECT SITE SUMMARY

Area of property: 1.06 acres
Existing General Plan: LDR (Low Density Residential, 3-6 du/ac)
Proposed General Plan: OP (Office Professional) and MUD (Mixed Use Downtown)
Specific Plan: Downtown Corona Revitalization Specific Plan (SP98-01)
Existing Zoning: SF (Single Family District) on 0.50 acres
Public rights-of-way on 0.56 acres
Proposed Zoning: D (Downtown District)
Existing Land Use: Vacant and parking lot for the Corona Public Library
Proposed Land Use: Medical office buildings
Surrounding Land Uses / Zoning:
S: Vacant land and parking lot / D and CS Districts of SP98-01
N: Vacant land and parking lot / D and CS Districts of SP98-01
E: Corona Public Library / CS District of SP98-01

Approved by Legistar

EXHIBIT 4

W: Single-family residences / TC (Transitional Commercial District) of SP98-01

BACKGROUND

The project site is comprised of two blocks containing 13 parcels located on the south side of West 6th Street between Sheridan Street and Belle Avenue. The two blocks are physically separated by 7th Street which will be vacated adjacent to the project site so that the land area can be included as part of the project's on-site improvements. Two alleys which are located between the parcels will also be vacated adjacent to the project site and included within the project boundary. In total, the project site is 3.48 acres which will be developed with two medical office buildings totaling 58,900 square feet. The development also includes on-site parking to serve the buildings and on-street parking located on Belle Avenue adjacent to the project site.

The project site consists of 12 vacant parcels and one developed parcel containing a parking lot for the Corona Public Library which is located east of the project site. The parking lot and the adjacent vacant property (315 W. 7th Street) located directly west of the parking lot are currently under the ownership of the City of Corona. The remaining 11 vacant parcels are under the ownership of the Corona Housing Authority.

On November 7, 2018, the city entered into a Development and Disposition Agreement with the applicant, Boureston Companies, to allow the applicant to acquire the 11 properties owned by the Corona Housing Authority. The applicant is also acquiring the two city-owned properties. All 13 properties are currently under escrow and, per the terms of the Agreement, the sale of the properties will be finalized once the applicant has obtained project approval.

The Agreement establishes certain milestones for the construction of the project which will be phased. Phase 1 will be the construction of Building A which is located closest to Sixth Street and Phase 2 will be the construction of Building B which is located on the southern portion of the project site closest to the Corona Regional Medical Center. The Agreement requires the applicant to complete construction of the building associated with Phase 1 and all necessary related off-site public improvements within 36 months after the close of escrow. The building associated with Phase 2 is required to be completed within 36 months of the first certificate of occupancy issued for the building in Phase 1. However, the Agreement does not prevent the applicant from constructing both buildings at the same time under Phase 1. Building A is intended to be occupied by City of Hope, a cancer treatment center. Building B will be a medical office building occupied by multiple tenants specializing in specific medical practices.

To make up for the loss of the 49 parking spaces within the library's off-site parking lot, the city will be entering into a shared parking agreement with the applicant to allow library patrons to utilize the new on-street parking spaces proposed on Belle Avenue which will have 54 parking spaces. Library patrons will be able to utilize the parking spaces during the evenings and weekends when the library is heavily trafficked. This agreement was discussed at the Infrastructure Committee meeting on July 31, 2017. The Committee was receptive to the proposed on-street parking as it would provide parking that is much needed, and the spaces are also at a safe walking distance to the library. The Committee also discussed the appearance of the buildings from Sixth Street with then-Council Member Jason Scott directing that if the rear elevations of the buildings face Sixth Street they should receive as much architectural detail along the backs as the fronts.

The 13 parcels have varied General Plan land use designations and zoning under the Downtowr.649

Corona Revitalization Specific Plan. Due to this, the project requires a General Plan Amendment (GPA2019-0001) which would bring the parcels under two General Plan designations and a Specific Plan Amendment (SPA2019-0001) which would bring the parcels into one consistent zoning. Additionally, the project requires a parcel map (PM 37565) to merge the 13 lots into two lots and precise plan (PP2019-0003) to review the site plan and architecture of the project.

The project was initially reviewed by staff through the city's Development Plan Review (DPR) process in November 2018. The applicant officially submitted the GPA, SPA, parcel map, and precise plan applications to the city on March 15, 2019. The applicant was issued an application incomplete letter due to missing or incomplete application items. The applicant over time submitted the required application materials to staff with the applications finally considered complete on July 23, 2019, and cleared for public hearing before the Planning and Housing Commission on August 26, 2019.

PROPOSED AMENDMENT

The proposed General Plan Amendment will enable the development of two medical office buildings on the project site. As indicated, the 13 parcels have varied land use designations under the General Plan map. As shown in Exhibit C, the six properties located on the north block (north side of 7th Street) between Sheridan Street and Belle Avenue are currently designated as Mixed Use Downtown (MUD). The four properties located on the south block on the south side of 7th Street between Sheridan Street and the alley are currently designated as Low Density Residential (LDR, 3-6 du/ac). This area is 0.50 acres. The three properties located east between the alley and Belle Avenue are designated as Office Professional (OP). The project is a medical office use which is permitted under the MUD and OP designations; however, the use is not permitted under the LDR designation. Therefore, the applicant is seeking to change the General Plan designation of the four LDR-designated properties on the south block to OP in order to allow the area to be developed in conjunction with the other parcels. The OP designation would be consistent with the existing OP properties located on the same block.

For the segment of 7th Street and the two alleys that will be vacated, which is 0.56 acres, a General Plan designation needs to be established over these public rights-of-way in order to provide consistency with the land use designation being established on the adjoining parcels. The MUD designation will be established over the alley located on the north block to be consistent with the existing MUD designation on this block. The OP designation will be established over 7th Street and the alley located on the south block to be consistent with the OP designation on this block. Exhibit A illustrates the proposed General Plan designations that will be established across the project site.

ENVIRONMENTAL ANALYSIS

Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment. The Mitigation Negative Declaration is recommended for adoption (Exhibit E).

FISCAL IMPACT

The applicant paid $6,331.00 in application processing fees for the General Plan Amendment.

application.

PUBLIC NOTICE AND COMMENTS
A 20-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, staff has received calls from two property owners of two residential properties located on Sheridan Street south of Eighth Street. The property owners requested clarification on the location and use of the project with one property owner expressing support for having the City of Hope in the Corona.

Staff also received a letter of protest from Mr. John Vazirian who owns the automobile dealership and three residential properties located to the west of the project site. The letter is attached in Exhibit F. Mr. Vazirian's concern is related directly to the design of the project and is not related to the General Plan amendment but is being included with this staff report for informational purposes. Mr. Vazirian indicates that Building A would visually obstruct his business and future commercial development on his properties from Sixth Street. His letter includes three site plans depicting alternative layouts of Building A that would reduce visual impacts to his properties. Staff has spoken to Mr. Vazirian and informed him that his properties including the residential properties are zoned Transitional Commercial which requires only an 8-foot front yard setback. Therefore, any future commercial development proposed on his properties could be built as close as 8 feet from the Sixth Street right-of-way line. This setback is closer to Sixth Street than the setback that is being proposed for Building A which is designed to have a 10-foot setback from Sixth Street with the majority of the building being set back 20 feet from Sixth Street. Also, the medical office buildings could be built up to a height of 60 feet which is allowed in the Downtown District but the applicant has chosen to design them as two -story buildings with a height of approximately 40 feet. It is also worth mentioning that this segment of 6th Street is intended for commercial development and the city's development standards do not require the preservation or protection of views along the street from certain distances. The development standards are adopted by the city to provide equal application of the standards to all property owners that develop their property in accordance with the zoning.

STAFF ANALYSIS
The proposed amendment is intended to facilitate the development of a medical office park on 3.48 acres. The project site is surrounded by commercial, medical, residential, and quasi-public type uses which are compatible with the proposed land use. While there are residences located to the west of the project site, they are separated from the project site by Sheridan Street which provides a clean transition between the two areas. Also, it is not uncommon for residential development to be located in the vicinity of medical offices and hospitals, especially in historic downtown areas.

The amendment is consistent with the land use changes proposed by the accompanying specific plan amendment SPA2019-0001. Finally, development of the project site through the General Plan amendment fulfills Policy I.B.9 of the Downtown Corona Revitalization Specific Plan which is to establish an area in the southwest quadrant of the Grand Boulevard Circle that facilitates medical/professional offices. Therefore, GPA2019-0001 is recommended for approval.

FINDINGS FOR THE APPROVAL OF GPA2019-0001

1. An initial study (environmental assessment) has been conducted by the City of Corona so as

to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur.
b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. GPA2019-0001 is internally consistent with the elements of the General Plan, including the goals and policies stated therein for the following reasons:
   a. The amendment is consistent with Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.
   b. The amendment is consistent with Growth and Development Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.
   c. The amendment is consistent with Downtown Corona Policy 1.17.6 as the project is designed with a centralized parking lot that can be shared by multiple tenants within the two medical office buildings.
   d. The amendment is consistent with Downtown Corona Policy 1.17.7 in that it would allow for the development of a medical office park that is attractive in architectural design and landscaping and creates an image conduce to economic revitalization in accordance with the Downtown Corona Revitalization Specific Plan.
   e. The amendment is consistent with Downtown Corona Policy 1.17.9 because it promotes the consolidation of individual lots for the development of cohesive and well-designed commercial and mixed-use projects that maintain the area's character of low-rise and pedestrian-oriented buildings with distinctive storefronts.

PREPARED BY: SANDRA YANG, SENIOR PLANNER

SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

1. Locational and Zoning Map
2. Resolution No. 2538
3. Exhibit A - Propose General Plan Amendment.
4. Exhibit B - Aerial Map.
5. Exhibit C - Existing General Plan Designation.
6. Exhibit D - Site Plan.
7. Exhibit E - Environmental Documentation.
8. Exhibit F - Public Correspondence.

Case Planner: Sandra Yang (951) 736-2262

LOCATIONAL & ZONING MAP



Date: 08/21/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

N W E S

RESOLUTION NO. 2538

APPLICATION NUMBER: GPA2019-0001

WHEREAS, the City of Corona initiated proceedings through GPA2019-0001 to consider to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional designation and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue, and consideration of a Mitigated Negative Declaration regarding the potential environmental impacts associated with the proposed project; and

WHEREAS, a timely and properly noticed public hearing on this proposed amendment was held by the Planning and Housing Commission on August 26, 2019, at which hearing oral and documentary evidence was admitted on behalf of and in opposition to the proposal; and

WHEREAS, the Planning and Housing Commission after close of the public hearing considered all of the evidence presented in its deliberations; and

WHEREAS, the Planning and Housing Commission, by the majority, approved GPA2019-0001 in accordance with the analysis and findings in the staff report; and

WHEREAS, at the conclusion of the hearing the Planning and Housing Commission approved a Mitigated Negative Declaration (MND) which was prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines and which included an analysis of the environmental impacts of this General Plan Amendment (GPA). The MND indicated that all

potential environmental impacts from GPA2019-0001 either had no impacts or impacts that are less than significant.

NOW, THEREFORE BE IT RESOLVED by the Planning and Housing Commission of the City of Corona, California, a regular session assembled this 26th day of August, 2019, that it approves the General Plan Amendment based on the following findings:

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

   a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur.

   b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. GPA2019-0001 is internally consistent with the elements of the General Plan, including the goals and policies stated therein for the following reasons:

   a. The amendment is consistent with Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.

   b. The amendment is consistent with Growth and Development Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.

   c. The amendment is consistent with Downtown Corona Policy 1.17.6 as the project is designed with a centralized parking lot that can be shared by multiple tenants within the two medical office buildings.

   d. The amendment is consistent with Downtown Corona Policy 1.17.7 in that it would allow for the development of a medical office park that is attractive in architectural design and landscaping and creates an image conduce to economic revitalization in accordance with the Downtown Corona Revitalization Specific Plan.

   e. The amendment is consistent with Downtown Corona Policy 1.17.9 because it promotes the consolidation of individual lots for the development of cohesive and well-designed

commercial and mixed-use projects that maintain the area's character of low-rise and pedestrian-oriented buildings with distinctive storefronts.

THAT THE COMMISSION passes and adopts Resolution No. 2538 approving the General Plan Amendment granted in accordance with Exhibit A of the staff report for GPA2019-0001 as part of Cycle 1 of General Plan Amendments for 2019, and

THAT THE COMMISSION recommends to the City Council that it approve such General Plan Amendment.

Adopted this 26th day of August, 2019.

Karen Alexander
Planning and Housing Commission
City of Corona, California

ATTEST

Jennifer Killman
Secretary, Planning and Housing Commission
City of Corona, California

I, Jennifer Killman, Secretary to the Planning and Housing Commission of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted in an adjourned regular session of said Planning and Housing Commission duly called and held on the 26th day of August, 2019, and was duly passed and adopted by the following vote, to wit:

AYES: Alexander, Jones, Shah, Siqueland and Hooks

NOES: None

ABSENT: None

ABSTAINED: None

Jennifer Killman
Secretary, Planning and Housing Commission
City of Corona, California

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: PARKING LOT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
PROPOSED ZONING: D
EXISTING LAND USE: VACANT
PROPOSED LAND USE: FUTURE MEDICAL OFFICE

EXISTING ZONING: D
EXISTING LAND USE: BANK

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CLINIC

EXISTING ZONING: CS
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING LAND USE: URGENT CARE

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CENTER

BELLE AVE

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING LAND USE: MEDICAL CENTER

6TH STREET

8TH STREET

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MEDICAL OFFICE

SHERIDAN STREET

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE: GAS STATION

EXISTING ZONING: TC
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: TC
EXISTING LAND USE: SINGLE FAMILY

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: SF
EXISTING GENERAL PLAN: LDR
PROPOSED ZONING: D
PROPOSED GENERAL PLAN: OP
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: SF
EXISTING LAND USE: SINGLE FAMILY

ABBREVIATIONS:

ZONING:

D	DOWNTOWN
SF	SINGLE FAMILY
CS	COMMUNITY SERVICES

GENERAL PLAN:

MUD	MIXED USE DOWNTOWN
OP	OFFICE PROFESSIONAL
	PARCELS BEING CHANGED TO OP (1.0 ACRES)

100' 0' 50' 100'

SCALE: 1" = 100'

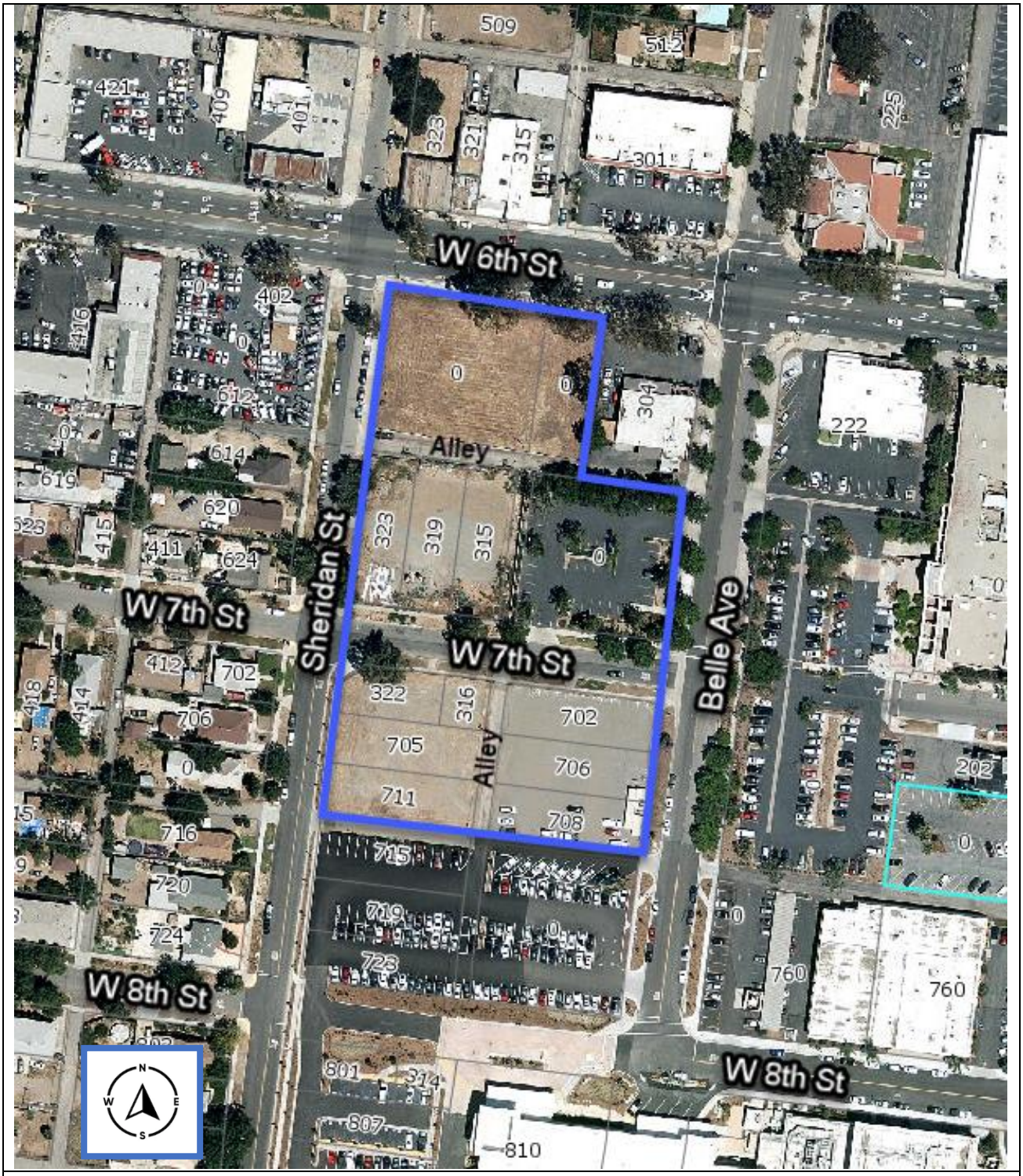
CORONA MEDICAL CENTER
(GENERAL PLAN AMENDMENT)

6TH ST. AND BELLE AVE.
SP-98-1 DOWNTOWN REUTILIZATION SPECIFIC PLAN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

F:\PROJECTS\2\003\EXHIBITS\832-003XH01-GENERAL PLAN AMMENDMENT.DWG (05-14-2019 10:35:42AM) Plotted by: Gabreelle Gonzalez

EXHIBIT A

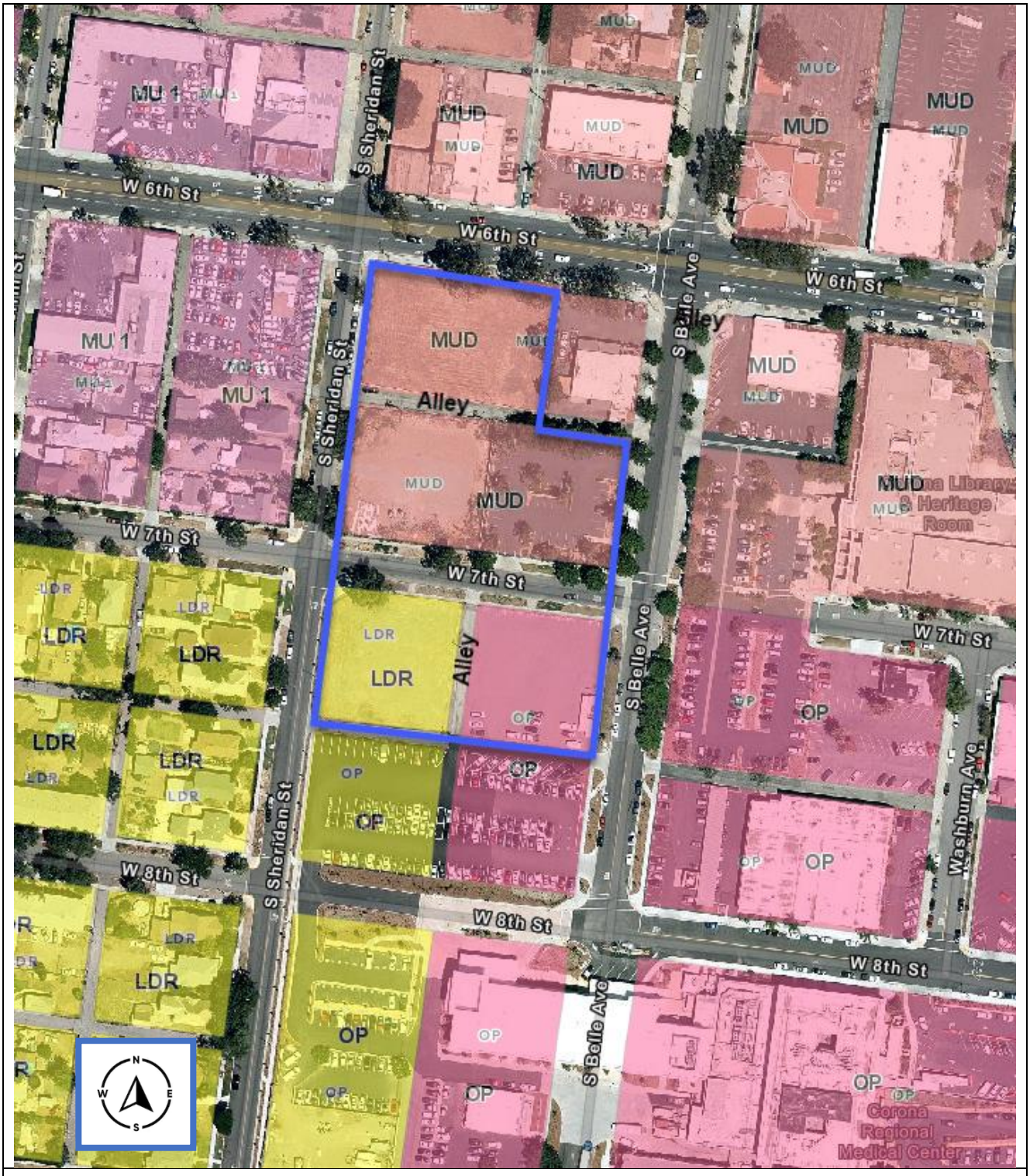


Aerial Map

Legend

Project Site

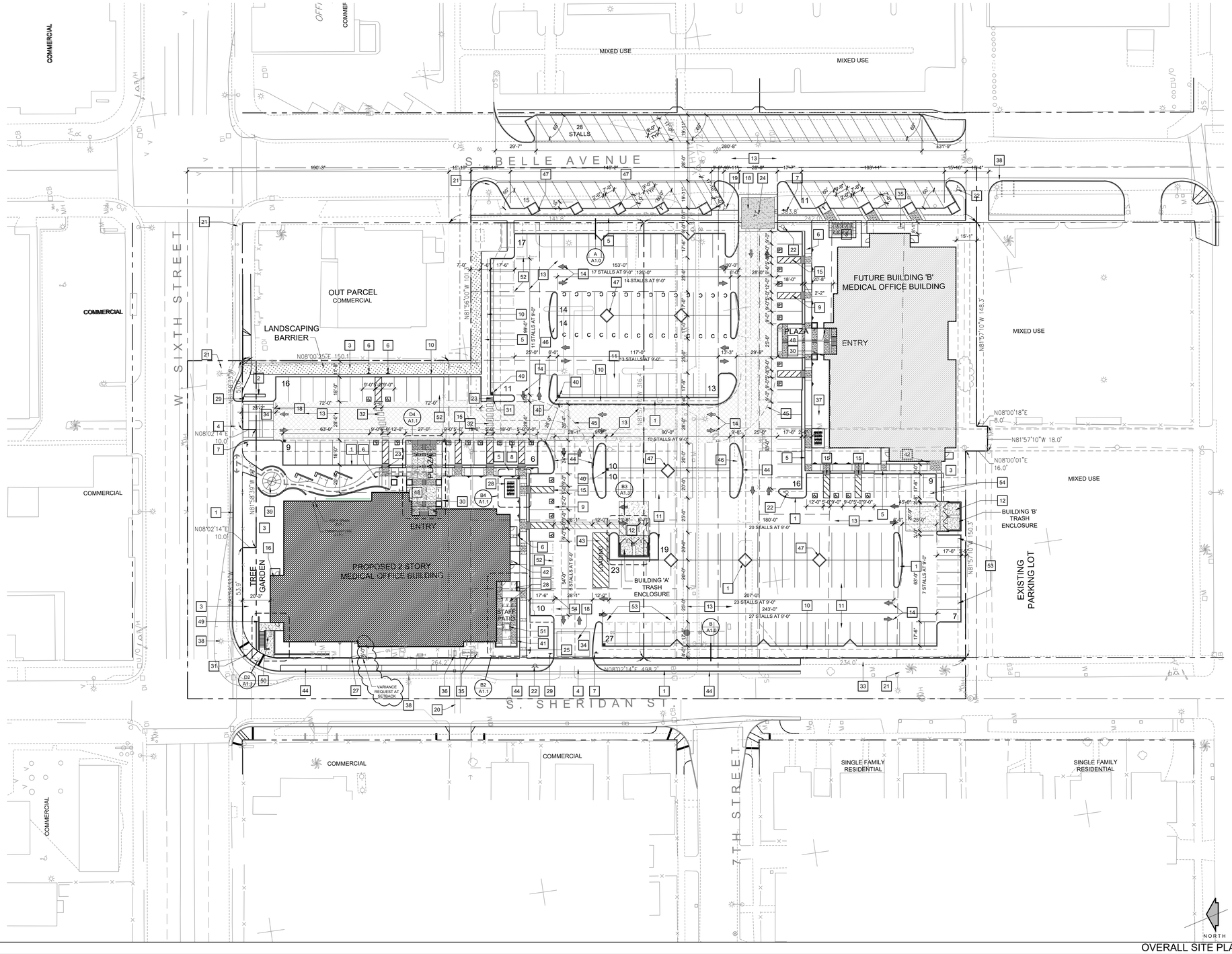
EXHIBIT B



Existing General Plan Designation

Legend:
MU – Mixed Use: Downtown
MU 1 – Mixed Use: Commercial and Residential
LDR – Low Density Residential, 3-6 du/ac
OP – Office/Professional

EXHIBIT C



OVERALL SITE PLAN

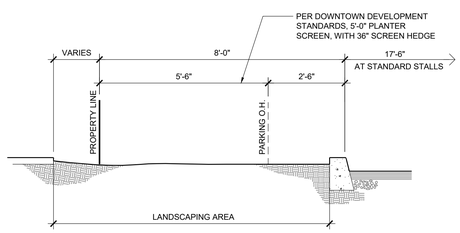
SCALE: 1" = 30'-0"

SITE PLAN KEYED NOTES

NO.	DESCRIPTION
1.	NEW 6" HIGH CONCRETE CURB, TYP. - SEE DTL. C3/A1.2
2.	MONUMENT SIGN (UNDER SEPARATE PERMIT)
3.	NEW LANDSCAPE AREA
4.	NEW DRIVEWAY APPROACH - 30'-0" MIN. (PER PUBLIC WORKS STANDARDS)
5.	NEW 4'-0" MIN. ACCESSIBLE PATH OF TRAVEL AT SIDEWALKS (5% MAX. SLOPE, 2% MAX. CROSS SLOPE) PER PUBLIC WORKS STD.
6.	NEW ACCESSIBLE STALL POLE SIGN - SEE DTL. A3A/A1.2
7.	NEW DISABLED PARKING LOT SIGNAGE AT PARKING ENTRY - SEE DTL. A3B/A1.2
8.	NEW APPROVED 3'x3' HANDICAP PARKING SYMBOL - SEE DTL. A4/A1.2
9.	NEW VAN ACCESSIBLE PARKING STALL LOADING AREA
10.	NEW LINE OF VEHICLE OVERHANG, TYPICAL
11.	NEW STANDARD PARKING STALL PER CITY STANDARDS AND PARKING MANUAL (TYP.)
12.	NEW TRASH ENCLOSURE, PER CITY STANDARDS - SEE DTL. B3/A1.2
13.	NEW PAVING - PER PUBLIC WORKS STANDARDS
14.	NEW PAINTED DIRECTIONAL ARROWS AT THE BEGINNING AND END OF AISLES - SEE DTL. B1/A1.2
15.	NEW 5'-0" STRIPED OFF-LOAD AREA FOR ACCESSIBLE PARKING (TYP.) - SEE DTL. A5/A1.2
16.	LOCATION OF FIRE SPRINKLER RISER AND ROOM
17.	INDICATES ARCHITECTURAL LIGHTING FIXTURES - SEE ELECTRICAL
18.	DECORATIVE CONCRETE PATTERN AT DRIVE APPROACH
19.	EXISTING FIRE HYDRANT
20.	EXISTING 8" WATER SERVICE
21.	EXISTING STREET LIGHT
22.	NEW FIRE HYDRANT PER CITY STANDARDS
23.	INDICATES DETECTABLE WARNING SURFACE
24.	EXISTING HYDRANT RELOCATED - SEE CIVIL
25.	NEW DISABLED PATH OF TRAVEL SIDEWALK TO PUBLIC WAY- 4'-0" MIN. WIDTH, 5% MAX. SLOPE AND 2% MAX. CROSS SLOPE- SEE CIVIL
26.	PROPOSED 4'X4' TREE WELLS. STREET TREE WELLS SHALL BE CONSTRUCTED AS PER PUBLIC WORKS STANDARDS
27.	EXISTING 8" SEWER SERVICE
28.	NEW BICYCLE PARKING - 4 SHORT TERM RACKS PROVIDED (2 BIKES PER RACK TO ACCOMMODATE 8 BIKES) AND LONG TERM LOCKERS 4 SPACES PROVIDED (2 BIKES PER LOCKER - 8 BIKES)
29.	INSTALL NEW 30" STATE STANDARD "STOP" SIGN(S) AT LOCATIONS SHOWN ON A 2" GALVANIZED POST WITH THE BOTTOM OF THE LOWEST SIGN 7' ABOVE GROUND; LOCATED BEHIND MAJOR STREET SIDEWALK. WHERE "RIGHT TURN ONLY" SIGN ALSO REQUIRED AT SAME LOCATION, INSTALL 30"x36" STATE STANDARD SIGN IMMEDIATELY BELOW THE STOP SIGN ON SAME POST
30.	INDICATES SIGNAGE ON POLE PER DTL. A3B/A1.1. SIGNAGE TO STATE, "NO SMOKING WITHIN 25'-0" OF BUILDING ENTRIES, OUTDOOR INTAKES OR OPERABLE WINDOWS, CAL-GREEN 5.504.7."
31.	PROPOSED CURB RAMP - PER CITY STANDARDS
32.	LINE INDICATES NEW DECORATIVE STRIPING AT CROSSWALK (PAINTED)
33.	EXISTING SIDE WALK TO REMAIN
34.	ENTRY DRIVE - PER CITY STANDARDS
35.	PROPOSED FDC AND PIV CONNECTIONS
36.	PROPOSED WATER SERVICE AND METER
37.	BIKE RACK AND LOCKERS AT BUILDING 'B' UNDER SEPARATE PERMIT SUBMISSION
38.	RELOCATED STREET LIGHT - SEE CIVIL
39.	HEALING GARDEN LANDSCAPING FEATURE
40.	STORM DRAIN INLET
41.	SCREEN WALL AT PATIO
42.	PROPOSED GAS METER LOCATION
43.	STRIPPING INDICATES LOADING ZONE (1)
44.	DASHED LINE INDICATES NEW RED PAINTED FIRE LANE CURB. REQUIRED FIRE LANES SHALL BE DESIGNATED BY PAINTING THE CURB RED (TOP AND SIDES) AND STENCILING "FIRE LANE NO PARKING" IN 3 INCH WHITE LETTERS ON THE MOST VERTICAL CURB, AT LEAST EVERY 50 FEET.
45.	INDICATES 50'-0" OUTSIDE TURNING RADIUS AND 25'-0" INSIDE RADIUS FOR FIRE VEHICLES 30'-0" MIN. FIRE LANE
46.	TREE PLANTING ISLAND
47.	TREE WELLS WITH TREE GRATES (5'-0" SQ.)
48.	KNOX BOX LOCATION
49.	SITE RETAINING WALLS
50.	WHEEL CHAIR LIFT
51.	TREE WELLS AT PATIO. (TYP OF 2)
52.	INDICATES CLEAN AIR VEHICLE STALLS. PROVIDE 16 STALLS FOR BUILDING 'A' PER CAL-GREEN 5.106.5.2
53.	FUTURE E.V. CHARGING STALLS - PROVIDE EMPTY ELECTRICAL CONDUIT FEED TO ELECTRICAL ROOM
54.	FUTURE ACCESSIBLE E.V. STALLS WITH 5'-0" OFF-LOAD STRIPING

GENERAL SITE NOTES

NO.	DESCRIPTION
1.	ELECTRICAL TRANSFORMER LOCATIONS ARE PRELIMINARY ONLY. LOCATIONS TO BE VERIFIED WITH UTILITY PLAN.
2.	PARKING LOT LIGHTING TO BE SUBMITTED AS PART OF BUILDING 'B' SUBMISSION
3.	DISABLED PARKING BASED ON NET BUILDING SQUARE FOOTAGE. BUILDING 'A' NET S.F. 27,325 S.F.. PER MUNICIPAL CODE 17.76.030 PROVIDE STALLS AT 1/200 S.F.. PROVIDE 137 STALLS. PER CBC 11B-208.2 PROVIDE 10% OF PARKING SPACES AS ACCESSIBLE. (10% OF 137 STALLS = 14 STALLS REQUIRED - 14 STALLS PROVIDED)



A - AT BELL AVE. B - AT SHERIDAN STREET

BUILDING A:
USE: MEDICAL OFFICE BUILDING (ONCOLOGY) 'B' OCCUPANCY
NET S.F. 27,325 S.F.
VAULT WALLS: 1,275 S.F.
LOAD 3,900 S.F.
GROSS 32,500 S.F.

BUILDING B:
USE: MEDICAL 'B' OCCUPANCY
NET 23,600 S.F.
LOAD 2,800 S.F.
GROSS 26,400 S.F.

PARKING REQUIRED
BUILDING A 27,325 S.F. / 200 = 137 STALLS
BUILDING B 23,600 S.F. / 200 = 118 STALLS
TOTAL PARKING 255 STALLS (REQ'D)

PARKING PROVIDED:
TOTAL ON SITE STALLS: 231 STALLS
OFF STIE PARKING (BELLE AVE.) 54 STALLS
TOTAL PARKING PROVIDED 285 STALLS
LESS COMPACT STALLS (28) STALLS
TOTAL CITY RECOGNIZED STALLS 257 STALLS (ACTUAL)

EXISTING ON SITE SPACES TO BE REMOVED UNDER THIS PROJECT 46 STALLS
*THESE STALLS ARE EXISTING ON SITE WHICH WILL BE REMOVED DURING SITE DEMOLITION. THEY ARE NOT OFF-SITE STALLS

BUILDING A - TWO STORY, SINGLE TENANT
GROSS AREA 32,500 S.F.
NET 27,325 S.F.
PARKING (BASED ON NET)
STANDARD STALLS 123
ACCESSIBLE STALLS 12
ACCESSIBLE VAN STALLS 2
TOTAL STALLS REQUIRED AT BUILDING 'A' 137 STALLS

PARKING RATIO, TENANT REQUIRED 4.22/1000 GROSS
5.01/1000 NET

BUILDING B - TWO STORY, MULTI-TENANT
GROSS 26,400 S.F.
NET 23,600 S.F.
PARKING (BASED ON NET)
STANDARD STALLS 107 STALLS
ACCESSIBLE STALLS 9
ACCESSIBLE VAN STALLS 2
TOTAL STALLS REQUIRED AT BUILDING 'B' 118 STALLS

PARKING RATIO 4.46/1000 GROSS
5.0 / 1000 NET

ON STREET PARKING SPACES IMMEDIATELY ADJACENT TO NON-RESIDENTIAL DEVELOPMENT SITES IN THE DOWNTOWN DISTRICT MAY BE COUNTED TOWARDS THE REQUIRED NUMBER OF OFF-STREET PARKING SPACES FOR SAID NON-RESIDENTIAL USE PER SECTION III(E)(I)(C) OF THE DOWNTOWN CORONA REVITALIZATION SPECIFIC PLAN

PROJECT LOCATION
APN: 117181002, 003, 011, 012, 015, 016 AND 117186001, 002, 003, 004, 006, 007, 010, 011, 012, 013, 014
LEGAL DESCRIPTION: LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
PROJECT DESCRIPTION:
CONCRETE TILT-UP TWO STORY BUILDINGS WITH POURED-IN-PLACE CONCRETE OVER METAL DECKING SECOND FLOOR. BUILDINGS ARE M.O.B.'S (MEDICAL OFFICE BUILDINGS)
PROJECT DATA:
TYPE OF CONSTRUCTION: II-B
OCCUPANCY: B - GENERAL MEDICAL OFFICE
ZONING: COMMERCIAL / MIXED USE / SINGLE FAMILY
GENERAL PLAN: MUD / OP / LDR
SPECIFIC PLAN: 98-01
PROPOSED LAND USE: MEDICAL OFFICE / PARKING
FULLY SPRINKLERED
SPRINKLERS: FULLY SPRINKLERED
BUILDING HEIGHT:
BUILDING A: 39'-6"
BUILDING B: 38'-6"

LOT COVERAGE: 3.48 AC. (151,602 S.F.)
BUILDING A: 16,656 (BUILDING FOOTPRINT) / 76,065 = 21%
BUILDING B: 13,765 (BUILDING FOOTPRINT) / 75,537 = 18%
FLOOR AREA RATIO:
BUILDING A: 32,500 / 76,065 = 42.7%
BUILDING B: 26,400 / 75,537 = 34.9%

VICINITY MAP



Anthony C. Pings and Associates
Architecture
Planning and
Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10930 RENEW 12-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Site Plan

Project Number
421.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

Revisions

No.	Revision Date:

Drawing

PLAN CHECK

EXHIBIT D

CITY OF CORONA
MITIGATED NEGATIVE DECLARATION

NAME, DESCRIPTION AND LOCATION OF PROJECT:

GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional designation on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

SPA2019-0001: An application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family District and Commercial Services District to Downtown District and establish the Downtown District on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 on 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue in the Downtown District of the Downtown Corona Revitalization Specific Plan (SP98-01).

ENTITY OR PERSON UNDERTAKING PROJECT:

The City Council, having reviewed the initial study of this proposed project and the written comments received prior to the public meeting of the City Council, and having heard, at a public meeting of the Council, the comments of any and all concerned persons or entities, including the recommendation of the City's staff, does hereby find that the proposed project may have potentially significant effects on the environment, but mitigation measures or revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to a point where clearly no significant effects will occur. **Therefore, the City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment and shall be adopted.**

The Initial Study and other materials which constitute the records of proceedings, are available at the office of the City Clerk, City of Corona City Hall, 400 South Vicentia Avenue, Corona, CA 92882.

Date:_____

_____
Mayor
City of Corona

Date filed with County Clerk:

_____

EXHIBIT E

CITY OF CORONA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE: GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

PROJECT LOCATION:

South side of West Sixth Street, between Sheridan Street and Belle Avenue, in the City of Corona, County of Riverside.

Assessors' Parcel Numbers: 117-181-002, -003, -011, -012, -015, -016, 117-186-001, -002, -003, -004, -006, -007, -010, -011, -012, -013, and -014.

PROJECT PROPONENT:

Richard T. Boureston
Boureston Development
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626

PROJECT DESCRIPTION:

The proposed project is for the development of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. The project site is comprised of 13 properties which are located within the Downtown Corona Revitalization Specific Plan and zoned Downtown (D), Community Services (CS), and Single Family (SF). The project site also includes a portion of 7th Street that bisects the project site from Sheridan Street to Belle Avenue and two alleys which will vacated and included within the project boundary. Each medical office building is two stories and approximately 40 feet in height. The development includes a parking lot containing 231 parking spaces which will shared among the tenants within the buildings. In addition, 54 off-site parking spaces will be provided on Belle Avenue adjacent to the project site to serve the buildings.

Development of the proposed project requires multiple entitlements which include a general plan amendment, specific plan amendment, parcel map, and a precise plan. The following describes the reason for each entitlement.

- **GPA2019-0001:** GPA2019-0001 is a proposal to amend the General Plan land use designation of four properties totaling approximately 0.50 acres located on the southwest corner of the project from Low Density Residential (LDR) to Office/Professional (OP). The amendment will also establish the Office/Professional designation the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys that are located within the project site.

- **SPA2019-0001:** SPA2018-0001 is a proposal to amend the Downtown Corona Revitalization Specific Plan to change the zoning of seven parcels totaling approximately 1.03 acres located on the southern portion of the project site from Single Family (SF) and Commercial Services (CS) to Downtown (D). The amendment will also establish the Downtown designation on the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys located within the project site.

- **PM 37565:** PM 37565 is a parcel map application that will merge the 13 existing lots plus the 0.43-acre section of 7th Street and two alleys into two parcels totaling 3.48 acres to accommodate the two medical office buildings. Each lot will contain its own building and a portion of the shared parking lot.

- **PP2019-0003:** PP2019-0003 is a precise plan application to review the site plan and architecture of the two medical office buildings on the project site.

ENVIRONMENTAL SETTING:

Site Description: The project site is comprised of 13 properties, a section of 7th Street and two alleys. The section of 7th Street and two alleys will be vacated as part of this development proposal so that they can be included within the project boundary. Refer to Figure 1. The two most northerly parcels that abut Sixth Street were previously developed for commercial purposes but are currently vacant. The middle parcel that abuts Belle Avenue is developed with a parking lot for the Corona Public Library which is located across Belle Avenue to the east of the project site. The remaining 10 properties were previously developed with single family homes but are currently vacant.

Site Surroundings: The project site is located in an urbanized area considered the city's downtown. The project site is bounded to the north and northeast by Sixth Street and a tire shop, respectively. To the west is Sheridan Street with a car dealership and single family residences located beyond Sheridan Street. To the east is Belle Avenue with a medical clinic and the Corona Public Library located beyond Belle Avenue. To the south is a parking lot for the Corona Regional Medical Center.

GENERAL PLAN \ ZONING:

General Plan: The existing General Plan designation of the 13 properties are varied. Refer to Figure 2. Per the city's General Plan map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are designated as Office/Professional (OP). The MUD and OP designations permit the proposed project; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the development of the proposed project. The OP designation would be consistent with the OP properties located within the same block on the southeast portion of the project site.

Zoning: The 13 properties are located within the Downtown Corona Revitalization Specific Plan and have different zoning. Refer to Figure 3. Per the Specific Plan's land use map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the project site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District.

STAFF RECOMMENDATION:
The City's Staff, having undertaken and completed an initial study of this project in accordance with the City's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)", has concluded and recommends the following:

___ The proposed project could not have a significant effect on the environment. **Therefore, a NEGATIVE DECLARATION will be prepared.**

__ The proposed project could have a significant effect on the environment, however, the potentially significant effects have been analyzed and mitigated to below a level of significance pursuant to a previous EIR as identified in the Environmental Checklist attached. **Therefore, a NEGATIVE**

DECLARATION WILL BE PREPARED.

X The Initial Study identified potentially significant effects on the environment but revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to below a level of significance. **Therefore, a MITIGATED NEGATIVE DECLARATION will be prepared.**

___ The proposed project may have a significant effect on the environment. **Therefore, an ENVIRONMENTAL IMPACT REPORT is required.**

__ The proposed project may have a significant effect on the environment, however, a previous EIR has addressed only a portion of the effects identified as described in the Environmental Checklist discussion. As there are potentially significant effects that have not been mitigated to below significant levels, a **FOCUSED EIR will be prepared to evaluate only these effects.**

___ There is no evidence that the proposed project will have the potential for adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The following indicates the areas of concern that have been identified as "Potentially Significant Impact" or for which mitigation measures are proposed to reduce the impact to less than significant.

- ❑ Land Use Planning
- ❑ Population and Housing
- ❑ Geologic Problems
- ❑ Hydrology and Water Quality
- ✓ Air Quality
- ❑ Transportation / Traffic
- ✓ Biological Resources
- ❑ Mineral Resources
- ✓ Hazards / Hazardous Materials
- ✓ Noise
- ❑ Public Services
- ❑ Utilities
- ✓ Aesthetics
- ✓ Cultural Resources
- ❑ Agricultural Resources
- ❑ Greenhouse Gases
- ✓ Tribal Cultural Resources
- ❑ Mandatory Findings of Significance

Date Prepared: August 5, 2019 Prepared By: Sandra Yang, Senior Planner

Contact Person: Sandra Yang Phone: (951)279-3553

AGENCY DISTRIBUTION
(check all that apply)

_____ Responsible Agencies

_____ Trustee Agencies (CDFG, SLC, CDPR, UC)

_____ State Clearinghouse (CDFG, USFWS, Redev. Projects)

_____ AQMD

X _____ Pechanga

X _____ Soboba

_____ WQCB

X _____ Other: Gabrieleno/Tongva San Gabriel Band, Rincon, Torres Martinez Desert Cahuilla Indians, Santa Rosa

UTILITY DISTRIBUTION

_____ Southern California Edison

Southern California Edison
Adriana Mendoza-Ramos, Esq.
Region Manager, Local Public Affairs
1351 E. Francis St.
Ontario, CA 91761

Southern California Edison
Karen Cadavona
Third Party Environmental Review
2244 Walnut Grove Ave.
Quad 4C 472A
Rosemead, CA 91770

Note: This form represents an abbreviation of the complete Environmental Checklist found in the City of Corona CEQA Guidelines. Sources of reference information used to produce this checklist may be found in the City of Corona Community Development Department, 400 S. Vicentia Avenue, Corona, CA.

1. LAND USE AND PLANNING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with any land use plan/policy or agency regulation (general plan, specific plan, zoning)	☐	☐	☐	☒
b. Conflict with surrounding land uses	☐	☐	☐	☒
c. Physically divide established community	☐	☐	☒	☐

Discussion:

The project site is comprised of multiple properties (13) that have different General Plan designations and zoning. Per the city's General Plan map (Figure 2), the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are currently designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are currently designated as Office Professional (OP). The MUD and OP designations permit the proposed medical office buildings; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the medical office use and to be consistent with the OP properties that are located on the same block.

Per the Downtown Corona Revitalization Specific Plan's land use map (Figure 3), the six properties located on the northern portion of the project site between Sixth Street and Seventh Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District. Approval of the general plan and specific plan amendments would result in the project being in conformance with the city's General Plan and Specific Plan. This would result in no impacts and no mitigation would be required.

The project site is located in an urbanized part of the city. It is bounded to the north and northeast by Sixth Street and a tire shop, respectively. Located beyond Sixth Street to the north are existing retail and commercial service shops. To the west is Sheridan Street with a car dealership and six single family residences located on the other side. To the east is Belle Avenue with a medical clinic and the Corona Public Library located on the other side. To the south is a parking lot which serves the Corona Regional Medical Center located at 800 S. Main Street. The project site expands across two blocks that are zoned primarily for commercial and office use. The surrounding uses that are located on the same side of Sheridan Street as the project site consist of commercial and medical buildings, a hospital, parking lots, a library, and other quasi-public type uses. Therefore, rezoning and developing the project site to accommodate medical office buildings would be a logical continuation of the existing surrounding land uses. This would result in a less than significant impact and no mitigation is required.

2. POPULATION AND HOUSING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial growth	☐	☐	☐	☒
b. Displace substantial numbers of existing housing or people	☐	☐	☐	☒

Discussion:

The project site is comprised primarily of vacant undeveloped land. Only a portion of the project site is currently developed for a parking lot for the Corona Public Library. As the project is for two medical office buildings and there are no existing residences on the project site, development of the proposed project would not induce substantial growth or displace housing or people. No impacts are expected, and no mitigation is required.

3. GEOLOGIC PROBLEMS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fault /seismic failures (Alquist-Priolo zone) /Landslide/Liquefaction	☐	☐	☒	☐
b. Grading of more than 100 cubic yards	☐	☐	☒	☐
c. Grading in areas over 10% slope	☐	☐	☐	☒
d. Substantial erosion or loss of topsoil	☐	☐	☐	☒
e. Unstable soil conditions from grading	☐	☐	☐	☒
f. Expansive soils	☐	☐	☒	☐

Discussion:

A preliminary geotechnical investigation report was prepared for the project by GMU Geotechnical, Inc. (October 5, 2018) to evaluate the subsurface conditions at the project site for the purpose of making geotechnical recommendations related to the design and construction of the proposed medical office buildings. Per the geotechnical investigation report, the project site is relatively flat with a gentle slope descending to the northwest towards Sixth Street. As the site is comprised of multiple properties, portion of the site contains vegetation, asphalt parking lot, and gravel parking lot. GMU drilled 11 holes to a maximum depth of 51.5 feet below the existing ground surface to determine the subsurface geologic and groundwater conditions and to obtain bulk and drive samples for geotechnical testing. Based on the soils test, the site contains alluvia fan deposits overlain by artificial fill. The alluvial fan deposits were observed throughout the 51.5-foot depth. Artificial fill was encountered within two of the drill holes at depths of approximately 1.5 to 2 feet. However, based on previous site conditions observed from historic aerial photographs, the depth of existing artificial fill could vary across the site and may be as thick as 5 feet.

Groundwater was not encountered during the drilling. A separate research performed for the site indicates that groundwater is situated at a depth of approximately 90 feet from the existing ground surface and may vary across the site due to stratigraphic and hydrologic conditions but is not expected to impact development of the site. Therefore, no impacts are expected.

The site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known active faults are in the area of the project site. The nearest active faults are the Chino and Elsinore fault systems, which are located approximately 2.1 and 3.4 miles from the site, respectively, and are capable of generating a maximum earthquake magnitude of 6.8 and 7.8, respectively. Given the site's proximity to these and other active and potentially active faults, the site will likely be subject to earthquake ground motions in the future. The project will be subject to city and county local codes, the latest California Building Code (CBC), and the engineering recommendations in the project's geotechnical investigation report. Therefore, any potential impacts related to fault/seismic failures would be reduced to a less than significant impact and no further mitigation would be necessary.

The site is not located in a zone that requires investigation for liquefaction. In addition, based on the soils encountered at the site, GMU opines that the liquefaction potential at the site is low. No impacts are expected from liquefaction.

Based on GMU's review of available geologic maps, literature, topographic maps, aerial photographs, and soils evaluation, the potential for landslides to occur at the site is considered negligible. No impacts are expected as it pertains to landslides.

The soils encountered at the site exhibit a medium to high expansion potential. As such, GMU recommends using a high expansion potential in the design of the structures. Compliance with the recommendations in the geotechnical investigation report would reduce potential impacts to less than significant and no mitigation is required.

Development of the site would involve grading of more than 100 cubic yards. There would also be grading in areas with greater than 10 percent slopes. Adherence to the city's grading regulations and the grading specifications identified in the geotechnical investigation report would ensure a less than significant impact would occur and no further investigation would be required.

4. HYDROLOGY AND WATER QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than significant Impact	No Impact
a. Violate water quality standards/waste discharge requirements	☐	☐	☒	☐
b. Deplete groundwater supplies	☐	☐	☐	☒
c. Alter existing drainage pattern	☐	☐	☒	☐
d. Increase flooding hazard	☐	☐	☐	☒
e. Degrade surface or ground water quality	☐	☐	☒	☐
f. Within 100-year flood hazard area	☐	☐	☐	☒
g. Increase exposure to flooding	☐	☐	☐	☒
h. Exceed capacity of storm water drainage system	☐	☐	☒	☐

Discussion:

Per the project's hydrology report (Fuscoe Engineering, July 2019), the site currently drains from the southeast corner of the project site to the northwest corner. For the existing Corona Public Library parking lot, runoff surface flows toward curb and gutter and ultimately to Belle Avenue. The existing streets surrounding the project site do not have any existing catch basin inlets to capture any of the surface runoff from the project site. There are also no underground drainage lines to carry runoff to the city's public storm drain system. Development of the proposed project would alter the existing drainage pattern onsite. The project will be designed to match the historic drainage pattern flow of the existing conditions. The prosed drainage for the project will have storm water runoff surface flow towards the northwest corner near the intersection of Sixth Street and Sheridan Street which will then travel west down Sixth Street and Seventh Street till they join with a public storm drain line on Merrill Street. Low flows will be collected to one of two on-site underground infiltration galleries via pervious pavement proposed within the parking lot. Flow through planter areas in the landscape medians will be used as a water quality method for treating runoffs. Overall, the project will not adversely affect the downstream facilities or neighborhood and will reduce the impact on the existing infrastructure. Therefore, no mitigation is required.

Development of the project site would increase the area of impermeable surface paving which will result in an increase in surface runoff. The applicant has submitted a preliminary Water Quality Management Plan (WQMP) prepared by Fuscoe Engineering (September 17, 2018) to ensure that the project addresses potential water quality impacts. The applicant will be required to implement on site the Best Management Practices (BMPs) identified in the preliminary WQMP to minimize pollutant runoff into the City's storm water drainage system. These include maintaining and periodically repainting or replacing inlet markings, providing regular maintenance of the landscaping, and sweeping sidewalks and parking areas regularly and to prevent accumulation of litter and debris. Prior to issuance of a grading permit, the applicant will be required to submit a final WQMP to be reviewed by the Corona Public Works Department. This will result in a less than significant impact to water quality and therefore, no further mitigation is required.

According the project's geotechnical investigation report (GMU, October 5, 2018), review of Riverside County FEMA Flood Insurance Rate Map indicates that the site is located within "Zone X", an area of 0.2% annual chance flood, 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile, and protected by levees from 1% annual chance flood. The potential for the site to be adversely impacted by significant flooding is considered low. Additionally, the project site is not located within the 100-year flood hazard area. Development of the project site will not result in a flooding hazard nor will it expose the site and surrounding area to flooding. Therefore, no impacts are anticipated with respect to flooding and no mitigation is required.

5. AIR QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with air quality plan	☐	☒	☐	☐
b. Violate air quality standard	☐	☒	☐	☐
c. Net increase of any criteria pollutant	☐	☒	☐	☐
d. Expose sensitive receptors to pollutants	☐	☒	☐	☐
e. Create objectionable odors	☐	☐	☒	☐

Discussion:

The project site is located within the South Coast Air Basin, an area covering approximately 6,745 square miles and bounded by the Pacific Ocean to the west and south and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. Air quality within the Basin is regulated by the SCAQMD which is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the Basin is in nonattainment. The project would be subject to SCAQMD's Air Quality Management Plan (AQMP), which contains a comprehensive list of pollution control strategies directed at reducing emissions and achieving ambient air quality standards. The AQMP is based on projections originating with county and city general plans. Since the proposed project is required to be consistent with the City of Corona General Plan, the project would be consistent with the AQMP. Therefore, no impacts would occur with respect to AQMP implementation, and no mitigation measures are required.

An air quality study was prepared for the project by RK Engineering (February 28, 2019) to analyze potential air impacts associated with the proposed project. Emissions were calculated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2, which was the latest version available at the time of the preparation of the report. The CalEEMod is a computer model approved by the South Coast Air Quality Management District (SCAQMD) to calculate criteria pollutant emissions. The following discusses the project's compliance to air quality plans and potential short-term and long-term air quality impacts.

Construction (Short-term) Emissions Impacts

Short-term air impacts include construction related activities associated with the proposed project. These activities would result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$ which have regional significance thresholds established by the SCAQMD. Any project with daily regional emissions that exceed any of the regulated thresholds should be considered as having an individually and cumulatively significant air quality impact. It is anticipated that construction of the project would be completed in approximately 12 months. During construction, the project is expected to comply with the regulatory construction requirements under the SCAQMD Rules which include but are not limited to Rule 1403 (Asbestos), Rule 1113 (Architectural Coatings), and Rule 403 (Fugitive Dust). The project's estimated maximum daily construction emissions are summarized below in Table 5-A. As shown, emissions resulting from project construction would not exceed the SCAQMD regional thresholds of significance for regulated pollutants. Therefore, a less than significant impact would occur and no mitigation is required.

TABLE 5-A
Estimated Construction Maximum Daily Air Pollutant Emissions (lbs/day)

Construction Phase		Maximum Emissions (lbs/day)				
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Maximum Daily Emissions during Summer or Winter (includes both on-site and off-site project emissions)	32.79	45.64	22.86	0.06	9.50	6.05
SCAQMD Thresholds	75	100	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Construction Related Localized Emissions

The project's air quality study also included a construction related localized emissions impact analysis. SCAQMD established Localized Significance Thresholds (LSTs) to show whether a proposed project would cause or contribute to localized air quality impacts at the nearest sensitive receptor. Sensitive receptors include residences, schools, hospitals, and similar uses

that are sensitive to adverse air quality. For this project, the nearest sensitive receptors include residential properties located approximately 60 feet to the west and a hospital (Corona Regional Medical Center) located approximately 100 feet to the south. LSTs take into account the size of the project and a project's distance to the sensitive receptor, and apply only to NO_X, CO, PM_{10}, and $PM_{2.5}$. Tables 5-B and 5-C show the project's construction emission rates with and without implementation of **Mitigation Measure 1**. With implementation of **Mitigation Measure 1**, the project would not exceed the SCAQMD's Localized Significance Thresholds (LSTs) established for sensitive receptors located 25 meters from the project site if **Mitigation Measure 1** is implemented. Therefore, compliance with **Mitigation Measure 1** would reduce impacts to less than significant. Note that Tables 5-B and 5-C assume that the project would be implementing standard SCAQMD rules and requirements for fugitive dust control.

TABLE 5-B
Unmitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	45.57	22.06	9.30	6.0
SCAQMD Threshold	216.88	1,335,8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**Yes**	**No**

TABLE 5-C
Mitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	28.35	23.28	6.92	3.81
SCAQMD Threshold	216.88	1,335.8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction Related Diesel Particulate Matter

The greatest potential for toxic air contaminant emissions from the project would be related to diesel particulate matter (DPM) emissions associated with heavy diesel equipment used during construction. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk" which is the likelihood that a person exposed to concentrations of toxic air contaminants over a 30-year lifetime will contract cancer based on the use of standard risk-assessment methodology. As shown in Table 5-B, construction-based particulate matter (PM) emissions including diesel exhaust emissions have the potential to exceed local emissions levels. Therefore, the project is required to implement **Mitigation Measure 1** to reduce particulate matter (PM) from diesel exhaust. The project shall also implement the best available pollution control strategies to minimize potential health risks, which are listed under **Mitigation Measure 2.** Compliance with **Mitigation Measures 1 and 2** would reduce impacts related to DMP to less than significant.

Operational (Long-term) Emissions Impacts

Long-term operational activities associated with the proposed project will result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$. Operational emissions would be expected from energy sources (electricity consumption), mobile sources (vehicle trips), and area sources (landscape equipment and architectural coating emissions). As shown in Table 5-D, the project's expected daily long-term emissions would not exceed the SCAQMD thresholds for VOC, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$. Therefore, this would be less than significant and no mitigation is required.

TABLE 5-D
Project Operational Emissions

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Total Emissions From Mobile, Energy, and Area Sources	4.89	9.55	40.79	0.13	11.26	3.06
SCAQMD Thresholds	55	55	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Operational Related Localized Emissions

Table 5-E shows the localized operational emissions and compares the results to SCAQMD LST thresholds of significance. As shown in Table 5-E, the emissions will be below the SCAQMD thresholds of significance for localized operational emissions. The project will result in less than significant localized operational emissions impacts and no mitigation is required.

TABLE 5-E
Operational LST Impacts

LST Pollutants	Maximum Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum On-site Emissions	0.53	2.12	0.6	0.2
SCAQMD Threshold	216.88	1,335.8	2.4	1.8
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction and Operational Related Odors
Land uses generally associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting operations, refineries, landfills, dairies, fiberglass molding facilities. The project does not contain land uses associated with emitting objectionable odors. Potential odor sources associated with the proposed project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities. However, these activities would be temporary, short-term, and intermittent in nature and would cease upon completion of the project's construction phase. Other potential odor sources associated with the project include the temporary storage of typical solid waste (refuse) associated with the project's long-term operational uses. However, it is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the project's construction and operations would be less than significant and no mitigation would be required.

Operational Related Toxic Air Contaminants
The proposed medical office use is not considered a typical source of significant toxic air contaminants (TAC). A TAC is defined as air pollutants that may cause or contribute to an increase in mortality or serious illness, or which may pose a hazard to human health, and for which there is no concentration that does not present some risk. The primary source of TACs from non-industrial land use development projects would include diesel particulate matter (DPM) generated from diesel exhaust emissions. The medical office use may attract some light-heavy trucks for shipping and delivery purposes, but would not be a truck intensive use that would generate a significant amount of DPM. Based on the project's trip generation taken from the project's Traffic Impact Analysis (RK Engineering Group, December 2018), the project is expected to generate a maximum of 30 heavy truck trips per day.

According to SCAQMD, any project that has the potential to expose the public to toxic air contaminants in excess of the following thresholds would be considered to have a significant air quality impact:

- If the maximum incremental cancer risk is 10 in one million or greater; or
- Toxic air contaminants from the proposed project would result in a Hazard Index increase of 1 or greater.

Based on the project's trip generation, it is not expected that the project would result in significant incremental increases in potential cancer risks to surrounding sensitive receptors. This is considered a less than significant impact and no mitigation is required.

CO Hot Spots Emissions
A CO hot spot is a localized concentration of carbon monoxide (CO) that is above the state one-hour standard of 20 ppm (parts per million) or the eight-hour standard of 9 ppm. When the 1993 CEQA Air Quality Handbook was published, the South Coast Air Basin which includes the project site was designated nonattainment, and so CO hot spot analyses were required to be performed to ensure that development did not exacerbate an existing problem. Since that time, the South Coast Air Basin has achieved attainment status and the potential for hot spots caused by vehicular traffic congestion has been greatly reduced. In fact, the SCAQMP Air Quality Management Plan found that peak CO concentrations were primarily the result of unusual meteorological and topographical conditions, not traffic congestion. Additionally, the 2003 SCAQMD Air Quality Management Plan found that, at the four of the busiest intersections in the South Coast Air Basin, there were no CO hot spots concentrations. Furthermore, the project's Traffic Impact Analysis found that traffic generated by the project would not cause significant adverse impacts. Therefore, it is reasonable to conclude that the project would not significantly increase traffic congestion in the vicinity of the site that would lead to the formation of CO hot spots. This is considered a less than significant impact and no mitigation is required.

Mitigation Measures

1. Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.

2. In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks:
    a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
    b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors.
    c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
    d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

6. TRANSPORTATION/TRAFFIC:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system	☐	☐	☐	☒
b. Conflict of be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☐	☒
c. Increase the total daily vehicle miles traveled per service population (population plus employment) (VMT/SP) above the baseline level for the jurisdiction	☐	☐	☐	☒
d. Cause total daily VMT within the study area to be higher than the No Project alternative under cumulative conditions	☐	☐	☐	☒
e. Change in air traffic patterns	☐	☐	☐	☒
f. Traffic hazards from design features	☐	☐	☐	☒
g. Emergency access	☐	☐	☐	☒
h. Conflict with alternative transportation policies	☐	☐	☐	☒

Discussion:

Senate Bill (SB) 743 was passed by the California State Legislature and signed into law in 2013 requiring public agencies to analyze a project's potential traffic impact on the environment using vehicle miles traveled (VMT) instead of level of service (LOS) when evaluating for CEQA compliance. Section 15064.3 of the 2019 CEQA Guidelines provide the criteria for analyzing transportation impacts of projects when measuring vehicle miles traveled. On May 1, 2019, the City of Corona adopted updates to the city's Local Guidelines For Implementing CEQA which incorporated the provisions of Section 15064.3. The city also has a draft memorandum regarding VMT Analysis Guidelines prepared for Fehr & Peers dated January 11, 2019 which establishes the methodologies for analyzing VMTs. A separate memorandum prepared by Fehr & Peers dated March 27, 2019 establishes that VMT should be analyzed under two scenarios – a baseline year and at buildout which is year 2040. Furthermore, under the VMT Analysis Guidelines, a significant impact would occur if either condition below is met:

- **Project Level Impact**: The buildout of the project increases the total daily VMT per service population (VMT/SP) above the baseline level (year 2017) for the city.
- **Cumulative Effect on VMT**: The buildout of the project causes total daily VMT/SP within the city to be higher than the no-project alternative under cumulative conditions at buildout (year 2040).

The city's established VMT thresholds are based on a 2017 baseline year and at buildout year 2040:

- 2017 Baseline Year – 30.2 VMT/SP
- 2040 Buildout Year – 32.6 VMT/SP

Per the state's Office of Planning and Research Technical Advisory On Evaluating Transportation Impacts in CEQA, certain projects can be screened from being required to conduct a VMT assessment as these types of projects are expected to cause a less than significant impact. These projects include the following:

- Projects that generate less than 110 daily trips.
- Local serving retail less than 50,000 square feet.

- Local serving schools.
- Development in a Transit Priority Area and consistent with the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).
- Development in a low VMT generating area, consistent with the RTP/SCS, and consistent with development currently in that zone.

The project site is located within Corona's Transit Priority Area (TPA) which consists of the areas located approximately within one mile north and south of State Route 91 from approximately Serfas Club Drive to the eastern limits of the city boundaryline. The city's TPA consists of the Metrolink Rail line and RTA bus route on Sixth Street. As such, the Public Works Department did not require a VMT analysis to be prepared for the proposed project. This would be a less than significant impact and no mitigation pertaining to VMT is warranted.

Traffic Impact Analysis

Although the city's CEQA checklist no longer considers level of service or LOS as a means of determining a significant effect on the environment, the city still uses LOS to determine if an applicant's project needs to construct certain circulation improvements or participate in the fair share cost toward the construction of future circulation improvements. Circulation improvements, if required, would be added as a condition of approval for the project. A Traffic Impact Analysis (TIA) was prepared for the project by RK Engineering Group (December 20, 2018, and updated August 21, 2019) to evaluate the project's potential traffic impact in terms of LOS to the surrounding area. Per the General Plan, the acceptable LOS for intersections within the City of Corona is LOS C or better for local intersections in residential/industrial areas, and LOS D or better for collector and arterial intersections.

The project is anticipated to open in year 2020 and is expected to generate approximately 2,050 average daily trips with approximately 164 trips during the AM peak hour, and approximately 204 trips during the PM peak hour.

Access into the project site is planned to be provided via four unsignalized driveways:

- One full-access driveway on Sheridan Street;
- One right-in/right-out driveway along Sixth Street;
- Two full-access driveways on Belle Avenue.

The following street intersections were studied in the TIA because of their proximity to the project site:

1. W. Grand Blvd. / W. Sixth St.
2. Sheridan St. / W. Sixth St.
3. Belle Ave. / W. Sixth St.
4. S. Main St. / Sixth St.
5. S. Main St. / Eighth St.
6. S. Main St. / Ninth St.
7. Sheridan St. / Project Driveway 1
8. Project Driveway 2 / W. Sixth St.
9. Belle Ave. / Project Driveway 3
10. Belle Ave. / Seventh St – Project Driveway 3
11. Sheridan St. / Seventh St.

The following street segments were studied in the TIA because of their proximity to the project site:

1. W. Sixth St., from W. Grand Blvd. to Main St.
2. S. Main St., from Sixth St. to Ninth St.
3. Sheridan St., from W. Sixth St. to Ninth St.
4. W. Ninth St., from Sheridan St.to S. Main St.
5. S. Belle Ave., from W. Sixth St. to Eighth St.
6. W. Eighth St., from Belle Ave. to S. Main St.

The TIA evaluated traffic conditions under the following scenarios:

- Existing Conditions (2018)
- Existing Plus Project Conditions (2018)
- Project Opening Year (2020) with Background Traffic
- Project Opening Year (2020) with Background Traffic and Proposed Project
- Build-out Year (2040) with Background Traffic

- Built-out Year (2040) with Background Traffic and Proposed Project

Existing Conditions (2018): Per the TIA, all study intersections are currently operating at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Existing Plus Project Conditions (2018): This scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Project Opening year (2020) with Background Traffic Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (2.5% total) to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Project Opening year (2020) with Background Traffic Conditions and Proposed Project Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (4% total) to account for area wide/ambient growth. In addition, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions: For both 2040 scenarios, since the project area is projected to experience a more practical annual grow rate of 1.25% as opposed to a 2% annual growth rate, a 1.25% annual growth rate was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions and Proposed Project Conditions: The more practical annual grow rate of 1.25% was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth for this scenario. Also, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue will be removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Because the studied intersections are expected to continue to operate at acceptable levels of service, no additional circulation improvements are required by the applicant.

Roadway Segments: All studied roadway segments are expected to be operating at acceptable levels of service (LOD C or better), with the exception of the following two segments:

1. W. Sixth St., from W. Grand Blvd. to Main St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.
2. S. Main St., from Sixth St. to Ninth St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.

Therefore, to determine the true deficiency of these two roadway segments at Buildout Year with the Project conditions, an analysis was done using peak hours. The TIA indicates that the impacted roadway segments would be operating at LOS A in the peak hours in year 2040 with the project. Therefore, the project is not considered to have an impact on this roadway segment.

7. BIOLOGICAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Endangered or threatened species/habitat	☐	☐	☒	☐
b. Riparian habitat or sensitive natural community	☐	☐	☐	☒
c. Adversely affects federally protected wetlands	☐	☐	☐	☒
d. Interferes with wildlife corridors or migratory species	☐	☐	☐	☒
e. Conflicts with local biological resource policies or ordinances	☐	☐	☒	☐
f. Conflicts with any habitat conservation plan	☐	☐	☒	☐

Discussion:

A biological survey was conducted for the project by ECORP Consulting, Inc. (December 18, 2018) to demonstrate the project's compliance with local, state, and federal regulations regarding listed, protected, and sensitive species. The survey was conducted in accordance with the Multiple Species Habitat Conservation Plan (MSHCP) which is a habitat conservation plan for Western Riverside County that identifies land to be preserved for habitat for threatened, endangered or key sensitive populations of plant and wildlife species. The site is located within the boundaries of the MSCHP; however, it is not located within a cell group or criteria cell of the MSCHP. It is also not located within an area requiring a survey for amphibians, criteria area species survey, mammal survey, narrow endemic plants, or burrowing owls. The project site is not located in any United States Fish and Wildlife designated critical habitat. There are no jurisdictional features, hydric soils, or wetlands on the project site. No scalebroom weed were identified on the site. No burrowing owls or suitable habitat were observed on the site. However, potential nesting habitat for migratory birds and raptors protected by the Migratory Bird Treaty Act and California Fish and Game Code was present within a large olive and eucalyptus tree located in the parkways adjacent to Sheridan and Sixth Streets and within ornamental trees and shrubs located in the paved library parking lot. Raptors breed between February and August, and songbirds and other passerines nest between March and August. If construction of the project occurs during the bird breeding season (February 1 through August 31), ground disturbing construction activities could directly affect birds protected by the MBTA and their nests through the removal of habitat on the project site, and indirectly through increased noise, vibrations, and increased human activity. Compliance with Mitigation Measure 3 would reduce impacts to less than significant.

The project site will not interfere with wildlife corridors because the project site is highly disturbed and surrounded by development on all sides. Therefore, it does not provide movement opportunities for wildlife. The site is also isolated from larger, contiguous blocks of native habitat. Therefore, there is no impact and no mitigation is required.

Mitigation Measures

3. If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.

8. MINERAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Loss of mineral resource or recovery site	☐	☐	☐	☒

Discussion:

Per Figure 4.5-7 of the General Plan Technical Background Report, the project site does not contain mineral resources. Therefore, the project does not impact mineral resources, and no mitigation is warranted.

9. HAZARDS AND HAZARDOUS MATERIALS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Transport, use or disposal of hazardous materials	☐	☐	☒	☐
b. Risk of accidental release of hazardous materials	☐	☒	☐	☐
c. Hazardous materials/emissions within ¼ mile of existing or proposed school	☐	☐	☐	☒
d. Located on hazardous materials site	☐	☒	☐	☐
e. Conflict with Airport land use plan	☐	☐	☐	☒
f. Impair emergency response plans	☐	☐	☐	☒
g. Increase risk of wildland fires	☐	☐	☐	☒

Discussion:

A Phase I Environmental Site Assessment (ESA) was prepared for the project site by TGE Resources, Inc. (January 11, 2019) to evaluate the physical conditions of the project site and to uncover any hazardous wastes that may have previously been used, treated, stored, or disposed on the project site. Based on the Phase I ESA, the northern portion of the project site by Sixth Street was occupied by a commercial building, auto sales business, and service station in the 1920s. The middle and southern portions were previously developed for residential use since 1900. In the 1960s, the northern portion was occupied by the California State Guard and a service station. By the early 1960s, the northern portion was occupied by a furniture store and warehouse. By the mid 1990s, the eastern portion was converted from residential use to the Corona Library parking lot. Between the mid 1990s and 2010, the commercial structures on the northern portion and the residential structures on the rest of the project site were removed from the site. Due to the previous service station use on the project site and the adjacent tire retail and installation shop to the east, the Phase I ESA recommended a Phase II ESA to investigate the site for the actual presence of hazardous substances.

A Limited Phase II ESA was prepared (TGE Resources, March 6, 2019) to analyze the soils on site. Sample soils were collected from the site for analysis which showed the presence of a RCRA metal (lead) along the northeastern property boundary, which constitutes a REC for the site. In addition, the VOC 1,4-dioane is present in soil vapor within the northern of the site, which was the historical location of a gasoline station from the late 1920s through at least the early 1950s, with final disposition of fuel systems (tanks and ancillary product lines) unknown. Given this unknown outcome, this VOC is soil vapor is a confirmed REC for the site. The Limited Phase II ESA recommended further assessment of the soils. As such, a supplemental Limited Phase II ESA was prepared (May 24, 2019) to quantify (laterally and vertically delineate) the previously documented surface soil source areas for regulated concentrations of RCRA metal lead and to analyze the soil characterization in areas slated for excavation/disturbance during the development of the site. Soils were taken from various locations within the project site. A total 27 soil borings were made. The soil samples collected from the borings reported lead at concentrations ranging form 5.92 mg/kg to 752 mg/kg. Additionally, are composite samples reported arsenic at concentrations ranging form 4.93 mg/kg to 9.69 mg/kg. These concentrations exceed the DTSC (Department of Toxic Substance Control) residential and commercial recommended screening levels for lead and arsenic. Gasoline Range Organics (GRO) were also detected in the soil samples.

Potential surface soil exposure is limited in that the majority of the project site will be capped by concrete building foundations and asphalt driveway/parking areas associated with the proposed development. Additionally, in conjunction with site development, the disposal of nonhazardous concentrations of RCRA metal (arsenic and lead) impacted surface soil (deemed geotechnically unsuitable for construction) will occur via excavation and trans port to a regulated/licensed disposal facility. There is potential for construction workers to engage in invasive activities such as excavating, grading, trenching, utility installation, and/or landscaping will encounter slightly elevated levels of lead and arsenic impacted soil during the construction of the site. Given the presence of the soil being impacted by RCRA metals (arsenic and lead) and ORO (gasoline range organics), the Phase II ESA recommended that the developer report the findings to the DTSC and Riverside County Environmental Health Department for review and determination of interest in possible case management. In addition, the developer should prepare and implement a soil management plan to ensure use of appropriate worker protection and proper management/disposal of the contaminated soils. Compliance with these mitigation measures (**Mitigation Measures 4-5**) would reduce impacts to less than significant.

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The nearest schools to the project site are Jefferson Elementary School and Corona Fundamental Intermediate School which are located less than one-half mile from the project site. The schools are separated from the project site by developed

residential and commercial properties. Development of the proposed project on the site would not include any activities that would result in hazardous emissions. It also does not include the handling of hazardous materials, substances, or waste in a manner that could result in toxic emissions. Therefore, this would be a non-issue and no mitigation would be required.

The project site is not located in proximity to the Cleveland National Forest nor is it considered an area that can be described as a wildland area. The project site is an infill site located within an urbanized area. Due to the urbanized nature of the surrounding area, the proposed development would not be considered at high risk for fire hazards. Furthermore, all development within the City of Corona is required to comply with all fire code requirements associated with adequate fire access, fire flows, and number of hydrants. Therefore, the project would have no impact and no mitigation is required.

The nearest airport to the project site is the Corona Municipal Airport, located approximately 2.0 miles northwest of the project site. Based on the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not within any identified safety or compatibility zone and therefore, does not conflict with the ALUCP and no mitigation is warranted.

Mitigation Measures

4. Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.

5. Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.

10. NOISE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed noise level standards	☐	☐	☐	☐
b. Exposure to excessive noise levels/vibrations	☐	☐	☐	☐
c. Permanent increase in ambient noise levels	☐	☐	☐	☐
d. Temporary increase in ambient noise levels	☐	☐	☐	☐
e. Conflict with Airport Land Use Plan noise contours	☐	☐	☐	☐

Discussion:

A noise analysis was prepared for the project by RK Engineering (August 16, 2018) to evaluate the potential noise and vibration impacts associated with development of the project. The following discusses the findings of the analysis.

Short-term Noise Impacts (Construction)
Short-term noise exposure would include noise during construction. This would come from using heavy machinery during grading and clearing of the site as well as during construction and paving of the project. The nearest sensitive receptors are existing residential properties located approximately 60 feet west of the project site. Noise associated with construction of the site is expected to reach up to 83 dBA measured at the residential properties. Located to the east of the project site is the Corona Public Library and an urgent care facility. The library and urgent care buildings are approximately 250 and 146 feet, respectively, from the project site. Noise associated with construction of the site is expected to reach up to 74.6 dBA measured at the urgent care and library building facades. Located to the south of the project site is the Corona Regional Medical Center (hospital). The hospital building is approximately 240 feet from the project site. Noise associated with construction of the site is expected to reach up to 72.1 dBA measured at the hospital building façade. Design features are recommended by the noise analysis which would reduce impacts to less than significant. These are shown as **Mitigation Measures 6-10**.

Construction Vibration
Construction of the project will not require the use of vibration inducing equipment such as pile divers or blasting. The main source of vibration impacts would be from jack hammering activity during demolition, bulldozer activity during site preparation and grading, and loading trucks during excavation. The worst-case vibratory impact from the site at the residential structures to the west is estimated to be 0.034 PPV (peak particle velocity inches/second). The annoyance potential of vibration from construction activities would be barely perceptible and no potential damage would be expected to the residential structures and commercial buildings in the nearby vicinity.

Long-term Noise Impacts

The main sources of potential noise impacts from the project would include on-site stationary noise impacts from the rooftop HVAC units, trash truck/loading activities and parking lot noise. Noise levels were measured at the nearest sensitive receptors which are the residential properties to the west of the project site and the urgent care and library to the east of the project site. Per the noise analysis, the noise level generated by the project would be within the allowable limits of the Corona Municipal Code noise standards for stationary noise. Table 10-A shows the project's noise levels at each sensitive receptor location.

Table 10-A
Stationary Noise Impact Analysis

Source	Noise Level (dBA)					
	Leq	Lmax	L_2 (1 min)	L_8 (5 min)	L_{25} (15 min	L_{50} (30 min)
Combined Project Noise Levels (Rooftop HVAC units, trash truck activities, and parking lot noise)	53.9	69.6	64.0	55.0	51.7	50.8
City of Corona Exterior Noise Standard for Daytime (7:00 AM to 10:00 PM)	55.0	75.0	70.0	65.0	60.0	55.0
Exceed Noise Level Standard?	**No**	**No**	**No**	**No**	**No**	**No**

Traffic Source Noise

Traffic noise along Sixth Street, Sheridan Street, and Belle Avenue will be the main source of noise impacting the project site. Traffic noise is analyzed to determine the project's noise/land use compatibility setting. Per the noise analysis, the estimated noise levels at the project site will range from approximately 76.4 dBA CNEL for areas near the north of the site facing Sixth Street to 59.8 dBA CNEL towards the southern portion of the site facing Sheridan Street. As such, traffic noise have the potential to exceed the city's Transportation Noise Source Standard of 65 CNEL for exterior areas on the project site. However, since the project does not have habitat exterior areas, only interior areas would need to meet the 65 CNEL standard. Design features (**Mitigation Measures 11-15)** are recommended by the noise analysis which reduce the interior noise levels within the buildings to meet the city's Transportation Noise Source Standard of 45 CNEL for interior areas. This would reduce impacts to less than significant.

Mitigation Measures

6. Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.

7. No impact pile driving activities shall be allowed on the project site.

8. During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.

9. Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.

10. Obtain a construction work permit from the City of Corona prior to starting construction.

11. All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.

12. Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.

13. Limit engine idling time for all trucks to 5 minutes or less.

14. A "windows closed" condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).

15. Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL.

11. PUBLIC SERVICES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection	☐	☐	☐	☐
b. Police protection	☐	☐	☐	☐
c. Schools	☐	☐	☐	☐
d. Parks & recreation facilities	☐	☐	☐	☐
e. Other public facilities or services	☐	☐	☐	☐

Discussion:

Development of the project site will potentially impact existing schools and city services, such as streets, police and fire services, parks and library services. Therefore, in order to upgrade and finance existing and proposed public facilities, the developer is required to pay the applicable adopted development impact fees that are in effect at the time of issuance of building permits, and construct necessary facilities, if any. This is enforced by city ordinance (CMC Chapter 16.23); therefore, no additional mitigation is warranted with respect to impacts on city and public services.

12. UTILITIES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed wastewater treatment requirements	☐	☐	☒	☐
b. Involve construction/expansion of water or wastewater treatment facilities	☐	☐	☒	☐
c. Involve construction/expansion of storm drains	☐	☐	☒	☐
d. Sufficient water supplies/compliance with Urban Water Management Plan.	☐	☐	☒	☐
e. Adequate wastewater treatment capacity	☐	☐	☒	☐
f. Adequate landfill capacity	☐	☐	☒	☐
g. Comply with solid waste regulations	☐	☐	☐	☒

Discussion:

As required for all projects by the City's Department of Water and Power (DWP), the project is required to construct or guarantee the construction of all necessary public water and sewer facilities needed to serve the project. All water and sewer facilities are required to be designed per the standards of the DWP and Riverside County Department of Health Services and will be reviewed by the DWP during the plan check process. This would reduce the impacts to less than a significant level and therefore, no further mitigation would be required.

The installation of impermeable surfaces, such as buildings and pavement, generally increases the velocity and volume of surface runoff. As runoff flows over lawns, gardens, sidewalks, and streets, it carries off pollutants such as automobile oil and antifreeze, pesticides, pet waste, and litter into the storm drain system. The storm drain system collects water from the streets and transports it directly or indirectly to local water supplies and nearby waterways where it is typically not filtered or treated. The project will be designed to include two onsite underground infiltration galleries covered by pervious pavement constructed within the parking lot to capture additional runoff created by the proposed project. The project is required to adhere to storm drainage requirements found within the NPDES permit process as well as provisions required by the Public Works Department. Since the proposed project would be required to adhere to NPDES permit requirements and City of Corona storm water provisions, impacts associated with this issue are considered to be less than significant and no mitigation would be required.

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Waste Management (WM) is contracted by the City of Corona as the sole hauler of solid waste and provider of recycling services. WM provides refuse collection to residential, commercial, and industrial customers. Based on the solid waste generation identified in Table 12-A, the proposed commercial project would generate approximately 0.38 tons/day of solid waste. Solid waste from the project would be transported to the El Sobrante landfill located at 10910 Dawson Canyon in Corona. The El Sobrante landfill accepts a maximum 16,054 tons of waste per day and has a remaining capacity of 145,530,000 tons and an estimated closure date of 2045 (http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0217/Detail/).

TABLE 12-A
Project Solid Waste Projections

Proposed use	Square foot	Solid Waste Generation Factor	Project Solid Waste Generated (tons/year)
Commercial	58,900 s.f.	0.0024 tons/sf/year[1]	141.36
		TOTAL (tons/year)	**141.36**
		TOTAL (tons/day)	**0.38**

1. Source: Table 4.5-5 Generation of Solid Waste at General Plan buildout within the City, City of Corona General Plan Final Environmental Impact Report, March 2004

Development of the proposed project would not significantly impact current operation of or the expected lifetime of the El Sobrante Landfill because solid waste generated by the proposed project represents substantially less than one percent of the landfill's maximum allowable daily capacity. Additionally, solid waste service fees would be charged to individual property owners when services is initiated to offset operation costs associated with solid waste collection and disposal. Therefore, the project is anticipated to create a less than significant impact to landfill capacity and no mitigation would be required.

13 AESTHETICS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Scenic vista or highway	☐	☐	☐	☒
b. Degrade visual character of site & surroundings	☐	☐	☒	☐
c. Light or glare	☐	☐	☒	☐
d. Scenic resources (forest land, historic buildings within state scenic highway	☐	☐	☐	☒

Discussion:

Per the General Plan, Sixth Street, Sheridan Avenue, and Belle Avenue are not designated as scenic highways in the city. The project site, however, is located within one-half mile to Grand Boulevard and Main Street which are designated as scenic highways. The project site is located in the downtown area which has been shaped by different eras and maintains various architectural styles. The project is subject to the development standards and architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which would ensure that the project is well designed and that the buildings are compatible with other existing buildings in the project area. The specific plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. In addition, the specific plan requires new buildings to incorporate historical architectural elements to retain/restore historic or memorable features to the downtown fabric. It should be noted that replicating the architecture of the existing historic building is not required.

The project proposes two medical office buildings which are two stories each and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look which is the quintessential look of the Commercial Block style. In addition to the architectural guidelines, the project is also required to comply with all other applicable development standards such as building setbacks, landscaping, signage, and building height to ensure that the project is well designed and compatible with the existing nearby commercial and office developments and not degrade the visual character of the site and surroundings. Therefore, impacts related to this issue are expected to be less than significant and no mitigation is required.

The project site does not immediately abut existing residential uses. The nearest residential properties are located across Sheridan Street to the west. The project is designed with one building (Building A) located on the northwest corner of the site and the other building (Building B) located on the southeast corner of the site. The buildings would not be located directly in front of the six residential structures on Sheridan Street. Only one residence would be facing the rear portion of the northerly building. The other five residences would be facing the project's parking lot which would not be as visually impactful. Also, Sheridan Street currently provides a separation and buffer between the project site and residential properties.

Development of the proposed project would necessitate the installation of outdoor lighting necessary for the maintenance of public safety and security. The project site is located in a heavily developed area with existing ambient lighting, thus, implementation of the proposed project would not result in a significant change in the existing ambient lighting. Furthermore, the Corona Municipal Code requires exterior lighting to be directed downward with minimal spillover onto adjacent properties. The project is required to submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting to be designed to direct light downward with minimal spillover onto adjacent residences and sensitive land uses. The nearest residential uses are located on the west side of Sheridan Street across from the project site. Submittal of a photometric analysis would ensure that lighting from the project would not spillover onto the residential properties. Compliance with Mitigation Measure 16 would ensure that impacts associated with light and glare effects resulting from the project would be less than significant.

Mitigation Measures

16. Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.

14. CULTURAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Historical resource	☐	☐	☒	☐
b. Archaeological resource	☐	☐	☒	☐
c. Paleontological resource or unique geologic feature	☐	☐	☒	☐
e. Disturb human remains	☐	☐	☒	☐

Discussion:

Per the cultural resource survey prepared for the project by ECORP Consulting, Inc., seven historic-period resources consisting of residential structures were once located within the project area. All seven buildings were removed between 1980 and 2009. A historic district, Grand Boulevard, is located within one-half mile from the project area. A field survey was conducted which identified five new historic-period features that are part of the city's infrastructure (street, sidewalk, driveways, utility poles, trees) that served the seven buildings that are no longer present. The five newly identified features are not within the city's Grand Boulevard historic district or associated with a historic landmark on the city's register of historic resources; therefore, the five features have no historic or architectural significance. ECORP also conducted a search of the Sacred Lands File through the Native American Heritage Commission (NAHC) which indicated no presence of any Native American cultural resources within one mile of the project area.

The project is subject to SB 18 and AB 52 tribal consultation. As part of the SB 18 process, the Community Development Department obtained a list of local Native American tribes from the Native American Heritage Commission, dated December 3, 2018, to contact. Written notification, dated December 4, 2018, were sent to 12 tribes inviting them to participate in tribal consultation. The Department also contacted six tribes through the city's Letter of Transmittal, dated March 25, 2019, pursuant to AB 52. The Department received written request for consultation from Pechanga, Gabrieleno, and Rincon within the response 90-day and 30-day response time frame allowed under SB 18 and AB 52, respectively. Consultation was held separately with the Rincon, Pechanga, and Gabrieleno, tribes on May 2, May 6, and May 30, 2019, respectively. The Rincon and Gabrieleno tribes requested tribal monitoring in which mitigation measures were agreed upon between the City and tribes to reduce potential impacts to cultural resources to a less than significant level (**Mitigation Measures 7-12).** Consultation with the Pechanga tribe did not result in an agreement on mitigation measures as Pechanga became nonresponsive to staff's emails over the course of the consultation period. As such, staff decided to conclude consultation with the Pechanga tribe as of August 12, 2019 as staff felt that a good faith effort has been made in consulting with the Pechanga tribe. However, given that two tribes have requested tribal monitoring, staff is assuming that Pechanga will also request tribal monitoring, unless

otherwise determined by Pechanga that the mitigation measures are no longer needed.

Mitigation Measures

17. **Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.
18. **Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

    a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

        i. Project grading and development scheduling;

        ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists;

        iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

19. **Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:

    a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and

    b. **Treatment and Final Disposition***:* The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same:

        i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;

        ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;

        iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and.

        iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the

project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.

20. **Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

21. **Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out:

    a. The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques.
    b. All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.

22. **Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

    The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

    According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

15. AGRICULTURE RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Williamson Act contract	☐	☐	☐	☒
b. Conversion of farmland to nonagricultural use	☐	☐	☐	☒

Discussion:

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Act is to encourage property owners to continue to farm their land, and to prevent the premature conversion of farmland to urban uses. The project site is

not located within a Williamson Act contract area. Therefore, no impact to Williamson Act lands will result from the proposed development and no mitigation is required.

The project site is not a designated farmland per the farmland maps compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP). For this reason, development of the project site would not result in the conversion of farmland to nonagricultural uses; therefore, there would be no impacts and no mitigation would be required.

16. GREENHOUSE GAS:		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Generate greenhouse gases	☐	☐	☒	☐
b.	Conflict with a plan, policy or regulation	☐	☐	☒	☐

Discussion:

The City of Corona adopted the City of Corona Climate Action Plan (CAP) in 2012 which utilizes the *Greenhouse Gas Emissions CEQA Thresholds and Screening Tables* to determine whether or not a project would have a significant impact on greenhouse gas emissions. The screening tables are to provide guidance in measuring GHG reductions attributable to certain design and construction measures incorporated into development projects. Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the City's CAP and would thus be considered less than significant. Utilizing the screening tables would also allow the City to meet its GHG emissions target for year 2020.

Per the CAP, small projects that are expected to emit GHG emissions that are less than 3,000 $MtCO_2e$ (metric tons of CO_2e equivalent) are not required to utilize the screening tables as they would be expected to have a less than significant individual and cumulative impact for GHG emissions. To demonstrate that the applicant's project is a "small project" a greenhouse gas analysis was prepared for the project by RK Engineering Group (February 28, 2019). The annual greenhouse gas emissions associated with the construction of the project is estimated to be approximately 494.64 $MTCO_2e$ which include on-site and off-site emissions. SCAQMD recommends amortizing the emissions over a period of 30 years (the anticipated lifetime of commercial projects). The project's amortized emissions is approximately 16.49 $MTCO_2e$ per year. For operational emissions, the project is expected to generate 2,065.99 $MTCO_2e$ per year. The project's construction and operational emissions would not exceed the threshold of 3,000 $MTCO_2e$ per year for small land use projects and thus, the project was not required to use the screening tables which demonstrates the project's compliance with the CAP. Therefore, the project would result in a less than significant impact and no mitigation is warranted.

17. TRIBAL CULTURAL RESOURCES		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b.	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	☐	☒	☐	☐

Discussion:

The project site is not listed on the California Register of Historical Resources or on the City's register of historic resources.

See 14 above for a detailed discussion and mitigation measures that apply to Tribal Cultural Resources.

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18. MANDATORY FINDING OF SIGNIFICANCE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fish/ wildlife population or habitat or important historical sites	☐	☐	☒	☐
b. Cumulatively considerable impacts	☐	☐	☒	☐
c. Substantial adverse effects on humans	☐	☐	☒	☐
d. Short-term vs. long-term goals	☐	☐	☒	☐

Discussion:

Based on the Initial study, the project has the potential to result in significant impacts to the following environmental topic:

- Biological Resources
- Hazards and Hazardous Materials
- Air Quality
- Noise
- Aesthetics
- Cultural Resources

However, appropriate mitigation measures have been developed. Mitigation Measures 1-22 successfully mitigate all identified potential impacts to less than significant levels. Therefore, project impacts to fish/wildlife population or habitat, important historical sites, cumulatively considerable impacts, substantial adverse effects on humans, or short-term vs. long-term goals are considered less than significant.

19. WILDFIRE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan	☐	☐	☒	☐
b. Due to slope, prevailing wind, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from wildfire or the uncontrolled spread of a wildfire	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water resources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes	☐	☐	☒	☐

Discussion

According to the California Department of Forest and Fire Protection (Cal Fire), the proposed project is not within a state responsibility area (SRA) or land classified as Very-High Fire Hazard Severity zone. Furthermore, the project site is not adjacent to any wildlands or undeveloped hillsides where wildland fires might be expected as the project site is located in the city's downtown area on Sixth Street between Sheridan Street and Belle Avenue. Access for emergency vehicles would be provided via Sixth Street, Sheridan Street, or Belle Avenue. Therefore, implementation of the proposed Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. Impacts are considered to be less than significant, and no mitigation is required.

The proposed project site is on a relatively flat area. The proposed medical office project will not contribute to the spreading of wildfire since the project's design is in compliance with the current CBC which includes fire construction standards. Therefore since the project will not exacerbate wildfire risks, then impacts to exposing people to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfires are considered to be less than significant, and no mitigation is required.

The proposed project would not require the installation or maintenance of roads, fuel breaks, emergency water sources, or power lines. Also, the project site is not located within a Very-High Fire Hazard Severity Zone. As such, impacts are considered to be less than significant, and no mitigation is required.

The project site is relatively flat and not located adjacent to a hillside area. Thus, implementation of the proposed project would not pose a risk to a downslope or downstream flooding or landslides, and the project did not change existing drainage patterns. Therefore, impacts to exposing people or structures to significant risks as a result of runoff, post-fire slope instability, or drainage changes are considered to be less than significant and no mitigation is required.

20. ENERGY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency	☐	☐	☒	☐

Discussion

An energy use assessment was prepared for the project by LSA Associates (May 16, 2019) to determine the potential energy related impacts associated with the development and operation of the project. Energy use during construction and operation of the project were analyzed. The following discusses each phase of the development.

Construction Period Energy Use

The project would increase the demand for electricity, natural gas, and gasoline. The project's construction schedule anticipates 12 months of construction that would require demolition, paving, and architectural coating. Energy would be needed for the manufacture and transportation of building materials, preparation of the site for demolition and grading activities, and building construction. Petroleum fuels (e.g. diesel and gas) would be the primary sources of energy for these activities. The project's air quality and greenhouse gas study (RK Engineering Group, February 2019) included recommended design features that would be included in the conditions of approval for the project and integrated into the design. Incorporation of the design features would increase energy efficiency on the site during project construction. The design features include the following:

- All construction vehicles shall be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer.
- Utilize low emission "clean diesel" equipment with new or modified engines that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
- Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the state's available energy sources. Therefore, construction energy impacts would be less than significant, and no mitigation would be required.

Operational Energy Use

The project's operational energy use would result from using electricity, natural gas, and gasoline. Table 20-A shows the estimated potential increased electricity, natural gas, and gasoline demand associated with the proposed project. The estimated potential increased electricity demand associated with the proposed project is 600,068 kilowatt-hours (kWh) per year. In 2017, California consumed approximately 288,614 gigawatt-hours (GWh) or 288,614,000,000 kWh. Of this total, Riverside County consumed 15,906 GWh or 15,906,310,734 kWh. Therefore, electricity demand associated with the proposed project would be less than 0.01 percent of Riverside County's total electricity demand.

As it pertains to natural gas, which would be used for heating, the estimated potential increased natural gas demand associate 687
with the proposed project is 2,044 terms per year. In 2017, California consumed approximately 12,571 million therms or 12,571,000,000 therms, while Riverside County consumed approximately 393 million therms of approximately 393,428,777

therms. Therefore, natural gas demand associated with the proposed project would be less than 0.01 percent of Riverside County's total natural gas demand.

As it pertains to gasoline, the project would result in energy usage associated with gasoline to fuel project-related vehicular trips. As shown in Table 20-A, it is expected that vehicle trips associated with the project would consume approximately 182,530 gallons of gasoline per year. In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline. Therefore, gasoline demand generated by vehicle trips associated with the proposed project would be a minimal fraction of gasoline and diesel fuel consumption in California. The air quality and greenhouse analysis recommended the following measures which would help to reduce transportation-related energy use:

- Limit energy idling time to 5 minutes or less.
- Encourage trucks accessing the site to be equipped with the latest cleaner-burning diesel fuel technology.
- Encourage trucks that visit the site to be retrofit engines with particle-trapping filters.
- Encourage the use if alternative fuels, such as natural gas, propane and electricity instead of diesel whenever possible.

In addition, new automobiles purchased by visitors driving to and from the project site would be subject to fuel economy and efficiency standards applied throughout the state. As such, fuel efficiency of vehicles associated with the project site would increase throughout the life of the project. Therefore, implementation of the proposed project would not result in a substantial increase in transportation related energy use. Furthermore, the project is required to comply with the state's CALGreen building codes and Title 24 Part 6 Building Efficiency Standards, which would further help to reduce energy and natural gas consumption. Therefore, the project would not result in wasteful, inefficient, or unnecessary consumption of fuel or energy and would incorporate renewable energy or energy efficiency measures into building design, equipment use, and transportation. Impacts would be less than significant, and no mitigation measures would be necessary.

Table 20-A
Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline (gallons per year)
Medical-Dental Office Buildings	560,728	2,044	1882,530
Parking Lot	39,340	0	0
Total	**600,068**	**2,044**	**182,530**

Consistency with State or Local Plan for Renewalable Energy or Energy Efficiency
As indicated, energy usage on the project site during construction would be temporary in nature. In addition, energy usage associated with the operation of the buildings would be relatively small compared to the state's available energy sources and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the project would conflict with California's energy conservation plans as described in the California Energy Commission's 2017 Integrated Energy Policy Report. In addition, the project would be required to comply with CALGreen and Title 24 standards, the Corona Municipal Code, and the city's Climate Action Plan. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and no mitigation would be required.

21. PREVIOUS ENVIRONMENTAL ANALYSIS:

Earlier analysis may be used when one or more of the environmental effects have been adequately analyzed in an earlier EIR or Negative Declaration (Section 15063).

DOCUMENTS INCORPORATED BY REFERENCE:

1. City of Corona General Plan, March 17, 2004
2. Phase I ESA, prepared by RK Engineering, January 11, 2019
3. Phase II ESA, prepared by RK Engineering, March 6, 2019
4. Supplemental Phase II ESA, prepared by RK Engineering, May 24, 2019
5. Preliminary WQMP, prepared by Fuscoe Engineering, September 17, 2018
6. Traffic Impact Study, prepared by RK Engineering, December 20, 2018
7. Biological Technical Report and MSHCP Consistency Analysis, prepared by ECORP Consulting, Inc., December 18, 2018
8. Energy Use Assessment, prepared by LSA Associates, May 16, 2019
9. Cultural Resources Inventory, prepared by ECORP Consulting, Inc., December 2018
10. Hydrology Report, prepared by Fuscoe Engineering, July 2019
11. Preliminary Geotechnical Report, prepared by GMU Geotechnical, Inc., October 5, 2018
12. Noise Impact Study, prepared by RK Engineering, August 16, 2018
13. Air Quality and Greenhouse Gas Impact Study, prepared by RK Engineering, February 28, 2019

FIGURES:

- **Figure 1 – Aerial Map**
- **Figure 2 – General Plan Map**
- **Figure 3 – Zoning Map**

MITIGATION MONITORING AND REPORTING PROGRAM
CITY OF CORONA

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person
	Air Quality				
1	Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works
2	In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks: a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology. b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors. c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works

	Biological Resources				
3	If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
	Hazards and Hazardous Materials				
4	Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
5	Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
	Noise				
6	Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
6	No impact pile driving activities shall be allowed on the project site.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
8	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
9	Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.	Condition of Approval	Submittal of grading plans and field inspection.	Prior to issuance of a grading permit and during grading and construction.	Public Works

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10	Obtain a construction work permit from the City of Corona prior to starting construction.	Condition of Approval	Submittal of building and grading plans.	Prior to issuance of a building and grading permit.	Building and Public Works
11	All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.		Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
12	Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
13	Limit engine idling time for all trucks to 5 minutes or less.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
14	A “windows closed” condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
15	Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
	Aesthetics				
16	Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project’s compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.	Condition of Approval	Submittal of a photometric analysis.	Prior to issuance of a building permit.	Building and Planning

	Cultural Resources				
17	**Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
18	**Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include: i. Project grading and development scheduling; ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists; iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.				
19	**Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries: a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and b. **Treatment and Final Disposition*:*** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same: i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed; ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

	collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and. iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.				
20	**Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
21	**Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out: ***a.*** The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques. ***b.*** All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.				
22	**Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts. The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

	disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).				

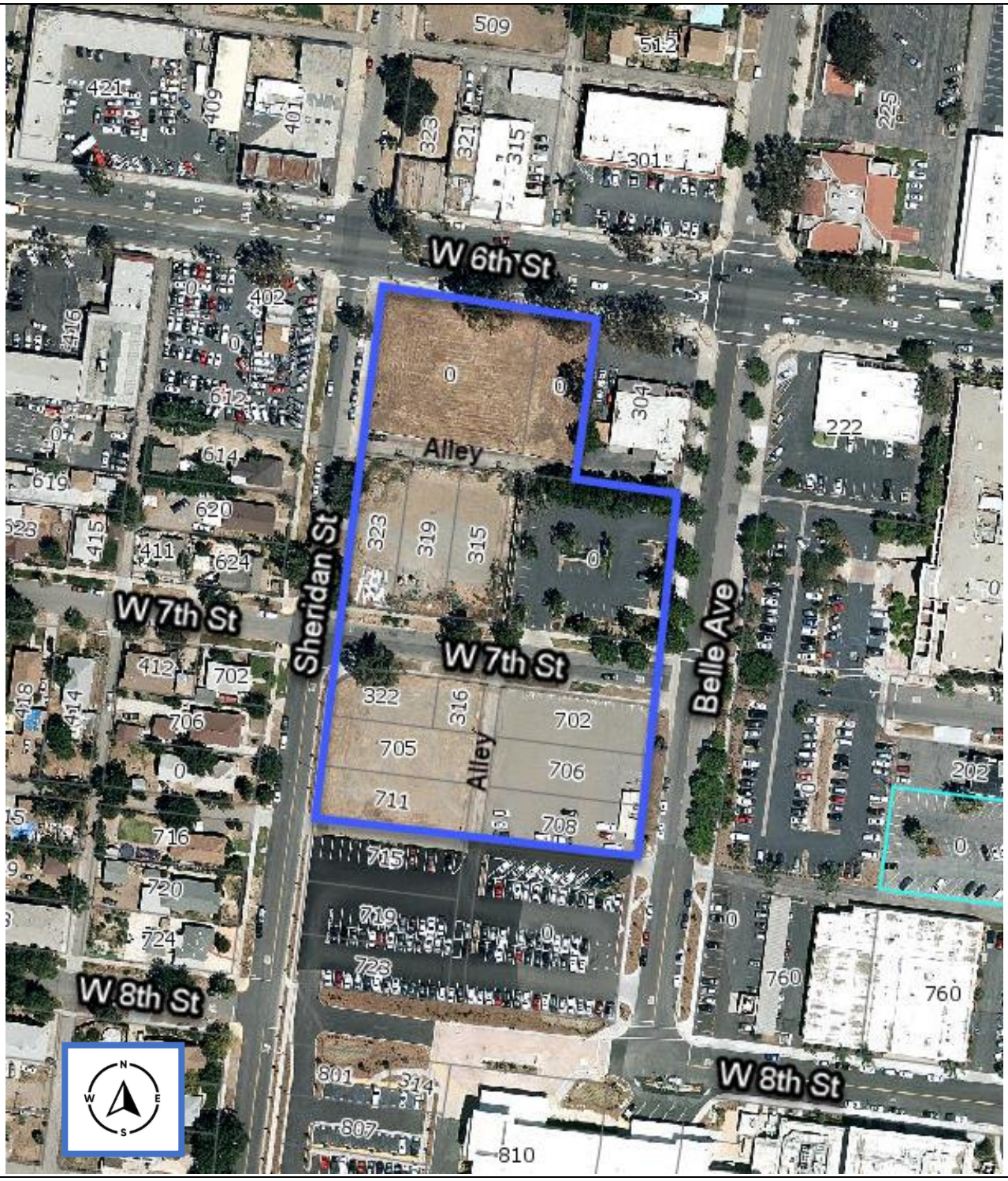


Figure 1 – Aerial Map

Legend

Project Site

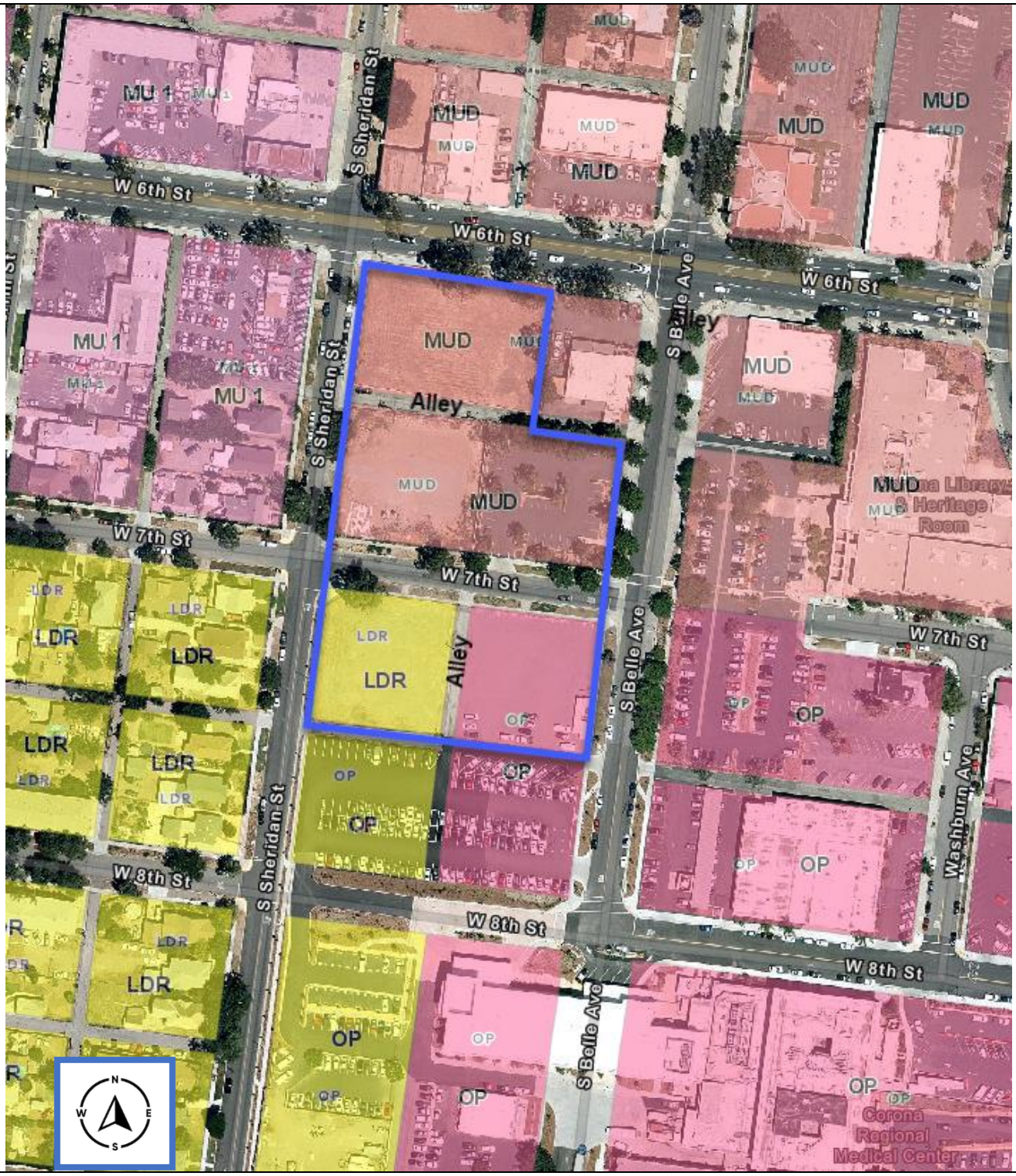


Figure 2 – Existing General Plan Map

General Plan Land Use Legend:

MU – Mixed Use: Downtown
MU 1 – Mixed Use: Commercial and Residential
LDR – Low Density Residential, 3-6 du/ac
OP – Office/Professional

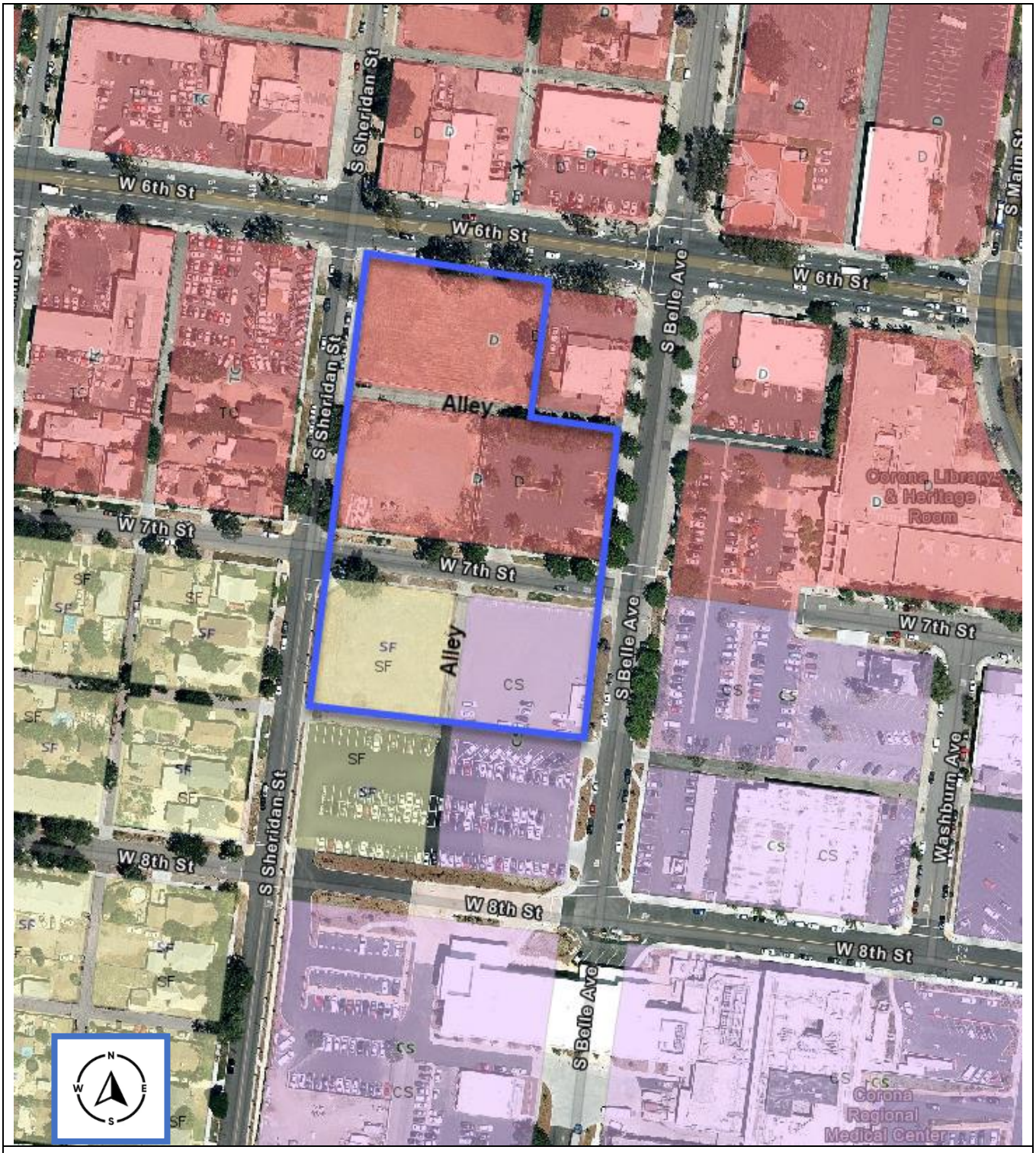


Figure 3 – Existing Zoning Map

Zoning Legend:
CS – Community Services District
D – Downtown District
SF – Single Family District
TC – Transitional Commercial District

700

Planning Commission
Community Development Department
400 South Vicentia Ave.
Corona, CA 92882
08/15/2019

RECEIVED
AUG 16 2019
Community Development Dept

Dear Planning Commission:

My name is John Vazirian and I own the property to the west side of the proposed medical building. Specifically, my properties are 402 West Sixth Street and 614, 620, and 624 Sheridan Street. The entire property is TC Commercial Zone.

I am very delighted to the see the medical building being developed and I believe this development will add great value to the City of Corona.

However, I am deeply concerned with the proposed location and size of the medical office building (See Site Plan A). The medical office has been designed without consideration of its negative impact on our properties. Specifically, the building dimensions being 40 feet high and 165 feet lengthwise, in conjunction with its location on the property, will only isolate our property by obstructing it from view on Sixth Street. Our property has already been obstructed from view from the west side by the adjacent car wash.

In order to open space at the corner of Sheridan and Sixth Street, I am providing you with three other alternative site plans: B, C, and D.

These site plans may not meet all the requirements, but I believe this issue can be properly address if there is a design by an unbiased architect.

Should the design and layout plan remain as is, the proposed medical office will undoubtedly diminish the value of our property by blocking, isolating and discouraging the placement of any future commercial buildings on my properties. This would result in a total loss to the property financially.

I am hopeful that the planning commission will select a layout that would be more beneficial to all surrounding properties.

Thank you for your time and consideration,

John Vazirian

Enclosures: (5)

EXHIBIT F

[redacted]

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

LOADING

PLAZA

SITE PLAN A

OUR PROPERTY LINE
TC COMMERCIAL
7th St
Main St
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
LOADING
PLAZA
AVAILABLE
25,000 SF

SITE PLAN B

[redacted]

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

LOADING

PLAZA

SITE PLAN C

OUR PROPERTY LINE
TC COMMERCIAL
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
PLAZA

SITE PLAN D

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Monday, August 26, 2019

6:00 PM

Council Chambers

Planning and Housing Commission

Karen Alexander, Chair
Timothy Jones, Vice Chair
David Hooks, Commissioner
Craig Siqueland, Commissioner
Viren Shah, Commissioner

EXHIBIT 5

ROLLCALL

Present 5 - Commissioner Viren Shah, Vice Chair Tim Jones, Chair Karen Alexander, Commissioner Craig Siqueland, and Commissioner David Hooks

1. CALL TO ORDER

Chair Alexander called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Commissioner Hooks led the Pledge of Allegiance.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

None.

4. CONSENT ITEMS

None.

5. PUBLIC HEARINGS

19-0752 CUP2018-0014 (CONTINUED): Conditional Use Permit application to establish and operate a 4,375 square foot public charter school within an existing commercial building located at 700 North Main Street in the CR (Commercial Retail) District of the North Main Street Specific Plan (SP99-01) (Applicant: Bill Calleja of Pivot Charter School, 700 North Main Street, Corona, CA 92880).

Attachments: Staff Report

A motion was made by Commissioner Shah, seconded by Commissioner Siqueland, that the Planning and Housing Commission CONTINUE item CUP2018-0014 to the Planning and Housing Commission meeting of September 9, 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0754 HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

Attachments: Staff Report
Locational and Zoning Map
Exhibit A - Statement of architectural and historical significance
Exhibits B1-B14 - Photographs of Property
Exhibit C - CHPS letter dated August 4, 2019
Exhibit D - Environmental Documentation
Exhibit E - Aerial map of property
HRLM2019-0002 PP Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for HRLM2019-0002. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the item before the public hearing is opened.

TOM RICHINS, SPOKE ON BEHALF OF APPLICANT ROBERT MONTANEZ, gave a brief description on the history of the home and provided clarification regarding the add-on to the home and the year the home was built. He also stated that if the home is approved for a Mills Act contract, the applicant would be allowed to take the savings and apply it towards the preservation and maintenace of the home.

ANGELA MONTANEZ, APPLICANT, commented that trees in the front yard will be pruned.

Chair Alexander opened the public hearing.

RICHARD WINN, REPRESENTING CORONA HISTORIC PRESERVATION SOCIETY (CHPS), spoke about CHPS's concerns for this home being listed as a local landmark. He indicated the current condition of the home and property does not compare to other historic homes that have been given local landmark status and that the owner should do more work on the property to better the appearance before it is listed as a local landmark. He also showed an example of another home in the city that is same style as the applicant's home, but demonstrates a better appearance from the street.

Chair Alexander closed the public hearing.

Commissioner Hooks expressed his agreement on the recommendation for the tress to be pruned.

Vice Chair Jones asked if the attic ventilation located on the roof can be removed or relocated to keep the historic value of the home.

Angela Montanez responded yes.

Mr. Richins expressed his acknowledgement of the Mills Act and agreed that the attic ventilation should be removed to keep the historic value of the home; and that it can be easily done with the cost savings the owner will have through the Mills Act.

Vice Chair Jones asked that the removal of the attic ventilation be added to the conditions of approval.

Commissioner Siqueland commented he believes the home is a good example of a historic home in Corona. He also recommends that a landscape maintenance agreement be established for this property to include tree trimming.

JOANNE COLETTA, DIRECTOR OF COMMUNITY DEVELOPMENT, stated an improvement plan can be added to the Mills Act contract. Ms. Coletta explained the terms of the Mills Act contract to the Commissioners.

Chair Alexander expressed she likes the historic preservation in the city and thanked the CHPS and the applicant for all their work. She also commented on the letter she received from Mr. Winn. She agrees this home meets the requirements stated in the Corona Municipal Code (CMC) for placement as a historic landmark, which was also stated in the letter received from CHPS.

Commissioner Shah asked if there will be a plaque in front of the home identifying it as a historic landmark.

Mr. Richins responded he only knows of one home that current displays a plaque. He mentioned people can look up historic homes on the website.

Chair Alexander thanked the Riverside Cultural Heritage Commissioner and the Redlands Historic Society and spoke about the CHPS considering a similar tier program to the Riverside and Redlands Historic Society. She also thanked the previous three presidents of the CHPS and the Richins family.

A motion was made by Commissioner Siqueland, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council, based on the satisfaction of the listed criteria

contained in the staff report and the added conditions of approval that a maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract, the trees in the front yard shall be pruned prior to approval of the Mills Act contract and the roof turbine shall be relocated to make it less visible from the street.The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0737 PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

Attachments: Staff Report

Resolution No. 2540

Locational and Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C- Floor Plan

Exhibit D - Colored Elevations

Exhibit E - Wall Elevations

Exhibit F - Colored Landscape Plan

Exhibits G1-G3 - Proposed Signage

Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans

Exhibit I - Environmental Documentation

Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue

Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

PP2018-0005 Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for PP2018-005. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the application before the public hearing is opened.

MIKE CALAHAN, REPRESENTING LA FITNESS ON BEHALF OF APPLICANT, GREG GILL, thanked the Commissioners and Ms. Garcia for all their hard word they put into this project. Mr. Calahan expressed all the

conditions of approval are acceptable except for condition #5 under the Building Divison. He believes since the pool is located inside a building, in a separate room, a fence should not be required. He asked for that condition to be removed.

Commissioner Siqueland expressed his approval for this project. He asked if there will be an impact to the residents located behind the property with regards to the retaining wall being built.

Mr. Calahan replied there will be no impact to the residents and the wall will be within the LA Fitness parcel.

Commissioner Siqueland asked for additional clarification and wanted to know if the wall will be built behind the existing fence.

Mr. Calahan replied yes, but the residents will have ability remove their existing wood fence along their rear property line and use the new block wall.

Commissioner Siqueland asked if the vacant lot (Pad B) will be irrigated and maintained until it is fully developed.

Mr. Calahan responded yes.

Commissioner Siqueland asked if the operating hours are a part of the application and can they be changed at any given time.

Mr. Calahan responded yes the operating hours can be changed without the city's approval.

Vice Chair Jones asked if the main entrance is the only access entry into the building for members.

Mr. Calahan responded all members will have to come through the main entrance to enter the building because of the check-in procedures for members.

Vice Chair Jones asked if there will be any security measures installed on the building.

Mr. Calahan responded they did not propose security cameras on the outside of the building as it is not required by city ordinance, but have done exterior cameras in other cities.

Vice Chair Jones expressed his security concerns for the patrons who park

towards the rear of the building.

Mr. Calahan responded they will consider installing security cameras to monitor the parking lot.

Vice Chair Jones asked if there are other measures that could be taken to make sure the site is more secure around the perimeter of the building.

Mr. Calahan gave an explanation as to why the site plan was designed as it is and explained all measures were considered in the planning process.

Vice Chair Jones agreed with Mr. Calahan and expressed his concern for the safety of patrons to the rear of the building going to their cars.

Mr. Calahan responded the applicant will consider installing security cameras to monitor the rear parking lot.

Commissioner Hooks expressed his concerns over the safety of the patrons and asked if the lighting at the rear of the building will be attached to the building or free standing.

Mr. Calahan responded the lighting will be free standing and additional lighting will be outside the rear exit doors. He explained the design of the lighting and that it will not have an impact to the residents.

Chair Alexander expressed her concerns regarding trespassing to the rear of the building due to the type of shrubs that may conceal trespassers. She suggested a different type of ground cover be considered instead of shrubs along the rear planter. She also suggested a motion sensor be installed to the rear of the building.

Mr. Calahan responded it will be considered.

Chair Alexander expressed her concerns for loitering at the future Pad B location. She suggested a fence be placed around the site to prevent loitering.

Mr. Calahan responded a fence will be considered.

Vice Chair Jones asked what the time frame would be for the block wall to be built between the site and the residents.

Mr. Calahan responded it will take approximately six weeks for the wall to be built and a temporary fence will be placed during construction so residents privacy will not be impacted.

Commissioner Siqueland asked city staff about the condition regarding the fence being placed around the pool.

Ms. Coletta responded it is a standard condition of approval, but this condition does not apply to this project and will be removed from the conditions of approval.

Chair Alexander opened the public hearing.

JOE MORGAN, RESIDENT, expressed his approval for this project and thanked the applicant and city staff.

Chair Alexander closed the public hearing.

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and adopt Resolution No. 2540 GRANTING PP2018-0005, based on the findings contained in the staff report and conditions of approval with the removal of condition 5 (building division) and the added conditions: to install security cameras in the parking lot with signage indicating the property is under surveillance and the security tapes be kept for 30 days for retention purposes, install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property and the parking lot light poles located along the north perimeter of the project site be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjuction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0747 GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2538

Locational & Zoning Map

Exhibit A - Proposed General Plan Amendment

Exhibit B - Aerial Map

Exhibit C - Existing General Plan Designation

Exhibit D - Site Plan

Exhibit E - Environmental Documentation

Exhibit F - Public Correspondence

GPA2019-0001, SPA2019-0001, PM 37565, PP2019-0003 PP Presentation

At the request of Chair Alexander, Sandra Yang, Senior Planner, presented the staff reports for GPA2019-0001, SPA2019-0001, PP2019-0001 and PM 37565. At the conclusion of her presentation, Ms. Yang offered to answer any questions of the Commission.

Vice Chair Jones asked if the parking on Belle Avenue is required parking for the proposed site.

Ms. Yang responded the site is over parked and the street parking would be excess parking.

Commissioner Siqueland asked how much of the building will City of Hope occupy and what services will be offered.

RICHARD BOURESTON, REPRESENTING BOURESTON DEVELOPMENT, responded City of Hope will be occupying all of Building A and they provide a broad range of services.

RICHARD GANN, REPRESENTING CITY OF HOPE, explained they are a cancer research hospital and he explained the services that will be provided.

Chair Alexander asked how this new facility will impact the existing facility located in Corona.

Mr. Gann responded they will be relocating from the current location to this new location.

Chair Alexander opened the public hearing.

Ms. Yang provided clarification on the street parking on Belle Avenue. She stated 24 parking spaces on Belle Avenue are part of the required parking

for the site.

Vice Chair Jones asked for clarification, are 24 parking spaces required to meet the building parking requirements and will the other remaining spaces be for excess parking. He asked how many parking spaces will be constructed on Belle Avenue.

Ms. Yang responded 24 parking spaces are required and a total of 54 parking spaces are planned on Belle Ave.

Commissioner Shah asked how many parking spaces are on Belle Avenue.

Ms. Yang responded the plan proposes 54 parking spaces on Belle Avenue.

Chair Alexander opened the public hearing.

ELIZABETH MCCREARY, CITY OF CORONA PARKS AND RECREATION COMMISSIONER, expressed her concerns regarding the parking because this project would remove the overflow parking lot currently used by the library.

Ms. Yang responded the existing parking lot contains 41 parking stalls and the parking will be replaced with 54 parking spaces planned on Belle Avenue. The applicant and city will have a shared parking agreement that will allow library patrons to use the on-street parking during the medical offices off-peak business hours.

Chair Alexander asked what the office hours will be for the City of Hope.

Mr. Gann responded the operating hours for City of Hope are normally 8:00 a.m. to 5:00 p.m. and at times patients getting infusion treatments may go later into the afternoon with radiology and oncology patients mostly seen in the morning hours.

Chair Alexander asked with the doubling of the square footage, if services could expand beyond 5:00 p.m.

Mr. Gann responded it is difficult to predict but their cliente is reduced toward the end of the day.

Ms. Coletta asked if the clientele would be different in the evening hours.

Mr. Gann responded it would depend on the type of treatments that are

being done, such as infusion care.

KEVIN CHENG, REPRESENTING CITY OF HOPE, responded the current hours of operation are 8:00 a.m. to 5:00 p.m. He also explained which procedures are typically done in the morning versus the afternoon.

DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER, stated that he is working with city management and the Library department on ways to improve the library parking lot and their availability for parking. He stated they are evaluating ways to reconfigure the library parking lot.

DOTTIE LARADEN, RESIDENT / RETIRED LIBRARIAN, spoke about her concern with the parking on Belle Avenue and it being a route for ambulances.

Mr. Ralls responded ambulances will still route through Belle Avenue. He explained that the proposed street parking is designed to allow cars to pass on the street with the parking.

Chair Alexander closed the public hearing.

Commissioner Shah asked if there is a plan to have a mutual access to the parking lot between the two proposed buildings and the hospital parking lot.

Ms. Yang responded no.

TOM KOPER, PUBLIC WORKS ASSISTANT DIRECTOR, explained the sewer line in the alley between the two buildings and mentioned the diagonal parking on the hospital parking lot will remain.

Commissioner Shah asked if Building B will have interface with City of Hope.

Mr. Koper responded Building B will not be affiliated with the City of Hope.

Vice Chair Jones asked if Building B will have similar operating hours as the City of Hope.

Mr. Boureston responded various tenants will occupy Building B which can include a surgery center and urgent care, and this building will have no direct affiliation with the City of Hope.

Vice Chair Jones commented he supports this project.

A motion was made by Vice Chair Jones, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated

Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of GPA2019-0001, based on the findings contained in the staff report and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of the General Plan Amendments for 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0757 SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Proposed Specific Plan Amendment

Exhibit B - Conditions of Approval

Exhibit C - Aerial Map

Exhibit D - Existing Specific Plan Designation

Exhibit E - Existing General Plan Designation

Exhibit F - Site Plan

Exhibit G - Applicant's letter dated March 5, 2019, explaining Specific Plan and General Plan amendments

Exhibit H - Legal description of the specific plan amendment site

Exhibit I - Environmental Documentation

Exhibit J - Public Correspondence

A motion was made by Commissioner Siqueland, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of SPA2019-0001 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0759 PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2539

Locational & Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C - Parcel Map 37565

Exhibit D1 & D2 - Floor Plans

Exhibit E - Colored Elevations for Building A

Exhibit F - Colored Elevations for Building B

Exhibit G - Detailed Elevations for Building A

Exhibit H - Detailed Elevations for Building B

Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings

Exhibit J - Landscape Plan

Exhibit K - Sign Program

Exhibit L - Proposed Corona Cruiser Bus Route Change

Exhibit M - Angled parking design on Belle Avenue

Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans

Exhibit O - Environmental Documentation

Exhibit P - Public Correspondence

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and Resolution No. 2539 GRANTING PP2019-0003, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0758 PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Parcel Map 37565

Exhibit B - Conditions of Approval

Exhibit C - Site Plan

Exhibit D - Proposed Corona Cruiser Bus Route Change

Exhibit E - Applicant's letter dated May 21, 2019 giving essential subdivision information

Exhibit F - Environmental Documentation.pdf

Exhibit G - Public Correspondence

A motion was made by Vice Chair Jones, seconded by Chair Alexander, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of PM 37565 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

6. WRITTEN COMMUNICATIONS

None.

7. ADMINISTRATIVE REPORTS

None.

8. PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

9. ADJOURNMENT

Chair Alexander adjourned the meeting at 7:39 p.m. to the Planning and Housing Commission meeting of Monday, September 9, 2019, commencing at 6:00 p.m. in the City Hall Council Chambers.

File #: 19-0781

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public hearing for City Council consideration of Ordinance No. 3300, first reading of an Ordinance of the City of Corona, California for SPA2019-0001, amending the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres (located on the south side of West Sixth Street between Sheridan Street and Belle Avenue). (Applicant: Richard Boureston of Boureston Development)

RECOMMENDED ACTION:
That the City Council:

1. Approve SPA2019-0001, as recommended by the Planning and Housing Commission.
2. Introduce by title only and waive full reading for consideration of Ordinance No. 3300, first reading of an ordinance approving an amendment to the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way in order to facilitate the development of a medical office park on 3.48 acres of real property located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (SPA2019-0001)

ANALYSIS:
SPA2019-0001 is an amendment to the Downtown Revitalization Specific Plan to establish one zoning designation on a project site totaling 3.48 acres located on Sixth Street between Sheridan Street and Belle Avenue. The project site consists of 13 parcels and includes various zoning designations for Single Family, Community Services and Downtown. The project site is being planned for two new medical office buildings; therefore, to accommodate the medical office uses on the project site the zoning needs to be changed for certain parcels, which is the reason for SPA2019-0001.

Six parcels within the project boundary located on the north side of Seventh Street are zoned Downtown (D). Four parcels located on the south side of Seventh Street are zoned Single Family (SF), and three parcels also located in this area are zoned Community Services (CS). The applicant is proposing to change the zoning of the four SF-designated properties and three CS designated properties to Downtown. This will allow the entire project site to have a single zone of Downtown. The existing alleys and Seventh Street within the project boundary are also being vacated to create a cohesive 3.46 acres, all of which will have a zone of Downtown. The applicant is also processing a companion General Plan Amendment (GPA2019-0001) to ensure land use consistency between the specific plan and General Plan land use plan.

The specific plan amendment is consistent with Policy I.B.2 of the Downtown Revitalization Specific Plan because it encourages new development that is transit and pedestrian-oriented and that contributes to an integrated mix of land uses because the project site is located in proximity to bus stops, is within walking distance from residential neighborhoods, and is in walking distance to other supporting uses including a library, medical clinics, hospital, religious facilities, offices, and retail services.

The specific plan amendment is also consistent with the General Plan Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment; and Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.

COMMITTEE ACTION:
The Infrastructure Committee at its meeting on July 31, 2017 was given an update on the proposed project.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $4,399.00 in application processing fees for the Specific Plan Amendment.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject

matter and took the following action:

Motion was made, seconded (Siqueland/Shah) and carried unanimously, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and approval of SPA2019-0001 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 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - City Ordinance No. 3300.
2. Exhibit 2 - Locational and Zoning Map.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION

Richard Boureston, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626

File #: 19-0781

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public hearing for City Council consideration of Ordinance No. 3300, first reading of an Ordinance of the City of Corona, California for SPA2019-0001, amending the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres (located on the south side of West Sixth Street between Sheridan Street and Belle Avenue). (Applicant: Richard Boureston of Boureston Development)

RECOMMENDED ACTION:
That the City Council:

1. Approve SPA2019-0001, as recommended by the Planning and Housing Commission.
2. Introduce by title only and waive full reading for consideration of Ordinance No. 3300, first reading of an ordinance approving an amendment to the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way in order to facilitate the development of a medical office park on 3.48 acres of real property located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (SPA2019-0001)

ANALYSIS:
SPA2019-0001 is an amendment to the Downtown Revitalization Specific Plan to establish one zoning designation on a project site totaling 3.48 acres located on Sixth Street between Sheridan Street and Belle Avenue. The project site consists of 13 parcels and includes various zoning designations for Single Family, Community Services and Downtown. The project site is being planned for two new medical office buildings; therefore, to accommodate the medical office uses on the project site the zoning needs to be changed for certain parcels, which is the reason for SPA2019-0001.

Six parcels within the project boundary located on the north side of Seventh Street are zoned Downtown (D). Four parcels located on the south side of Seventh Street are zoned Single Family (SF), and three parcels also located in this area are zoned Community Services (CS). The applicant is proposing to change the zoning of the four SF-designated properties and three CS designated properties to Downtown. This will allow the entire project site to have a single zone of Downtown. The existing alleys and Seventh Street within the project boundary are also being vacated to create a cohesive 3.46 acres, all of which will have a zone of Downtown. The applicant is also processing a companion General Plan Amendment (GPA2019-0001) to ensure land use consistency between the specific plan and General Plan land use plan.

The specific plan amendment is consistent with Policy I.B.2 of the Downtown Revitalization Specific Plan because it encourages new development that is transit and pedestrian-oriented and that contributes to an integrated mix of land uses because the project site is located in proximity to bus stops, is within walking distance from residential neighborhoods, and is in walking distance to other supporting uses including a library, medical clinics, hospital, religious facilities, offices, and retail services.

The specific plan amendment is also consistent with the General Plan Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment; and Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.

COMMITTEE ACTION:
The Infrastructure Committee at its meeting on July 31, 2017 was given an update on the proposed project.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $4,399.00 in application processing fees for the Specific Plan Amendment.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject

matter and took the following action:

Motion was made, seconded (Siqueland/Shah) and carried unanimously, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and approval of SPA2019-0001 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 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - City Ordinance No. 3300.
2. Exhibit 2 - Locational and Zoning Map.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION

Richard Boureston, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626

ORDINANCE NO. 3300

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO THE DOWNTOWN REVITALIZATION SPECIFIC PLAN (SP98-01) TO CHANGE THE DESIGNATION ON SEVEN PROPERTIES FROM SINGLE FAMILY (SF) AND COMMERCIAL SERVICES (CS) TO DOWNTOWN (D) AND TO ESTABLISH THE DOWNTOWN DISTRICT ON APPROXIMATELY 0.56 ACRES OF PUBLIC RIGHT-OF-WAY IN ORDER TO FACILITATE THE DEVELOPMENT OF A MEDICAL OFFICE PARK ON 3.48 ACRES OF REAL PROPERTY LOCATED ON THE SOUTH SIDE OF WEST SIXTH STREET BETWEEN SHERIDAN STREET AND BELLE AVENUE (SPA2019-0001)

WHEREAS, on August 26, 2019, 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 SPA2019-0001 to amend the Downtown Revitalization Specific Plan (SP98-01) to change the designation of seven (7) properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D), and to establish the Downtown District on approximately 0.56 acres of public right-of-way in order to facilitate the development of a medical office park on 3.48 acres of real property located on the south side of West Sixth Street between Sheridan Street and Belle Avenue ("Subject Property") and to amend and add corresponding changes to associated text and exhibits within the specific plan (the "Amendment"); and

WHEREAS, in connection with the approval of GPA2019-0001, a general plan amendment to amend the Land Use Map of the General Plan for the Subject Property, which is being reviewed concurrently with this Amendment, the City Council approved a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program, which were prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines and which included an analysis of the environmental impacts of this Amendment. The MND indicated that all potential environmental impacts from this Amendment were less than significant or could be mitigated to a less-than-significant level; and

WHEREAS, the Planning Commission based its recommendation to adopt this Amendment on the findings set forth below, and the adoption of the MND; and

WHEREAS, on September 18, 2019, 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.

EXHIBIT 1

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 MND, the initial study and the administrative record for this Amendment, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, the initial study and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of this Amendment are either less-than-significant or can be mitigated to a level of less-than-significance pursuant to the mitigation measures outlined in the MND, the Mitigation Monitoring and Reporting Program, and the initial study.

SECTION 2. Zoning Findings**.** Pursuant to Sections 17.53.090 and 17.53.100 of the Corona Municipal Code, Section (B)(9) of Chapter VIII of the Downtown Revitalization Specific Plan, 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. SPA2019-0001 systematically implements and is consistent with the General Plan for the following reasons:

(i) This Amendment is consistent with Policies 1.1.1 and 1.1.2 of the General Plan as it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimizes the need for Corona's residents to travel to surrounding communities for services and employment.

(ii) This Amendment is consistent with Policy 1.4.3 of the General Plan as it allows for the development of vacant lands on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where feasible, allows for the extension of public infrastructure improvements.

(iii) This Amendment is consistent with Policy 1.17.6 of the General Plan as the proposed project is designed with a centralized parking facility that can be shared by multiple tenants within the two medical office buildings.

(iv) This Amendment is consistent with Policy 1.17.7 of the General Plan as the proposed project allows for the development of a medical office park that is attractive in architectural design and landscaping and creates an environment conducive to economic revitalization in accordance with the Downtown Revitalization Specific Plan.

(v) This Amendment is consistent with Policy 1.17.9 of the General Plan as it promotes the consolidation of individual lots for the development of cohesive and well-designed commercial and mixed-use projects that maintain the area's character of low-rise and pedestrian-oriented buildings with distinctive storefronts.

B. SPA2019-0001 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 will result in a project that continues to be comprehensively planned in accordance with the provisions of the Downtown Revitalization Specific Plan and Corona Municipal Code.

C. SPA2019-0001 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 will facilitate development that includes the appropriate infrastructure that will be required at the time of development of the overall project site.

D. SPA2019-0001 provides for the appropriate orientation and relationship between land uses within and adjacent to the project for the following reason:

(i) This Amendment will allow for development of a medical office land use in a manner that is compatible with the surrounding commercial, medical, quasi-public, and residential land uses.

E. SPA2019-0001 is consistent with the goals, policies and planning concepts of the Downtown Revitalization Specific Plan for the following reasons:

(i) This Amendment is consistent with Policy 1.B.2 of the Specific Plan because it encourages new development that is transit and pedestrian-oriented and contributes to an integrated mix of land uses. The development is located in proximity to bus stops, is within walking distance from residential neighborhoods and other supporting uses including a library, medical clinics, a hospital, religious facilities, offices and retail services.

(ii) This Amendment is consistent with Policy 1.B.9 of the Specific Plan because it will establish an area in the southwest quadrant of the Circle and incorporate medical/professional offices and senior housing.

(iii) This Amendment is consistent with Policy 2.B.6 of the Specific Plan because it facilitates a development that will establish special parking strategies and incentives for the Specific Plan area that will provide adequate parking while still retaining the small town, human scale character of Downtown. As demonstrated by the accompanying precise plan, PP2019-0003, the proposed project provides adequate on-site and on-street parking on Belle Avenue to service visitors to the proposed medical office park. The proposed project will also share the parking on Belle Avenue with the Corona Public Library which will enable library patrons to park within walking distance to the library and help retain a small downtown feel to the area.

(iv) This Amendment is consistent with Policy 3.B.6 of the Specific Plan because it facilitates a development that preserves the City's heritage while accommodating new development. As demonstrated by the accompanying precise plan, PP2019-0003, the proposed project has incorporated an architectural design that preserves historic design elements of the Commercial Block style which is one of the architectural themes prescribed by the specific plan for new development.

(v) This Amendment is consistent with Policy 3.B.9 of the Specific Plan because it facilitates a development that incorporates drought tolerant trees and landscaping throughout the parking facilities and perimeters of the proposed project.

SECTION 3. Approval of the Amendment (SPA2019-0001). The Amendment to the Downtown Revitalization Specific Plan (SPA2019-0001) is hereby approved. The text and exhibits of the Downtown Revitalization Specific Plan (SP98-01) 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.

ADOPTED this 2nd day of October, 2019.

_____
Mayor, City of Corona, California

ATTEST:

_____
City Clerk. 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 18th day of September, 2019, and thereafter at an adjourned meeting held on the 2nd day of October, 2019, 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 2nd day of October, 2019.

_____

City Clerk of the City of Corona, California

EXHIBIT "A"

AMENDMENT TO THE
TEXT AND EXHIBITS OF THE
DOWNTOWN REVITALIZATION STREET SPECIFIC PLAN

(SEE ATTACHED 2 PAGES)

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: PARKING LOT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
PROPOSED ZONING: D
EXISTING LAND USE: VACANT
PROPOSED LAND USE: FUTURE MEDICAL OFFICE

EXISTING ZONING: D
EXISTING LAND USE:
BANK

EXISTING
EXISTING LAND USE:
MEDICAL CLINIC

ZONING: CS
EXISTING LAND USE: PARKING LOT

ZONING: CS
EXISTING LAND USE:
URGENT CARE

EXISTING ZONING: CS
EXISTING LAND USE:
MEDICAL CENTER

BELLE AVE

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

ZONING: D
COMMERCIAL

EXISTING
EXISTING LAND USE:

6TH STREET

8TH STREET

ZONING: CS
MEDICAL CENTER

EXISTING
EXISTING LAND USE:

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MEDICAL OFFICE

SHERIDAN STREET

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE:
GAS STATION

EXISTING ZONING: TC
EXISTING LAND USE:
COMMERCIAL

EXISTING ZONING: TC
EXISTING LAND USE:
SINGLE FAMILY

EXISTING
EXISTING LAND USE:

ZONING: SF
SINGLE FAMILY

EXISTING ZONING: SF
EXISTING LAND USE:
SINGLE FAMILY

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: SF
EXISTING GENERAL PLAN: LDR
PROPOSED ZONING: D
PROPOSED GENERAL PLAN: OP
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

LEGEND:

ZONING:
D DOWNTOWN
PARCELS BEING CHANGED TO D (1.6 ACRES)

100' 0' 50' 100'
SCALE: 1" = 100'

CORONA MEDICAL CENTER
(SPECIFIC PLAN AMENDMENT)

6TH ST. AND BELLE AVE.
SP-98-1 DOWNTOWN REUTILIZATION SPECIFIC PLAN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

F:\PROJ\732\003\EXHIBITS\B32-003XH01-SPECIFIC PLAN AMMENDMENT.DWG (05-14-2019 10:36:22AM) Plotted by: Gabrielle Gonzalez

EXHIBIT A

Table III - 1
LAND USE SUMMARY

LAND USE DISTRICT	AREA (Ac.)*
Downtown District (D)	~~37~~ 38
Gateway Business (GB)	26
Transitional Commercial (TC)	26
Community Services (CS)	~~55~~ 54
General Commercial (GC)	43
Residential Office (RO)	8
Single Family Residential (SF)	~~141~~ 140
Multi-family Residential (MF)	13
Business Park (BP)	29
Open Space (OS)	31
Subtotal	**408**
Streets and Freeway	~~212~~ 213**
Total	**621**

***Acres are rounded**

****Acreage reflects the partial vacation of West Eighth Street, South Belle Avenue, and some alley right-of-way per SPA12-006. Acreage also reflects the vacation of Seventh Street between Sheridan Street and Belle Avenue and some alley rights-of-way per SPA2019-0001.**

LOCATIONAL & ZONING MAP



Date: 08/21/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

EXHIBIT 2

File #: 19-0757

PLANNING AND HOUSING COMMISSION
STAFF REPORT

DATE: 8/26/2019

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:
SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

RECOMMENDED ACTION:
That the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and **APPROVAL of SPA2019-0001** to the City Council, based on the findings contained in the staff report and conditions of approval.

PROJECT SITE SUMMARY
Area of property: 1.96 acres combined
Existing General Plan: LDR (Low Density Residential, 3-6 du/ac)
OP (Office Professional)
Proposed General Plan: OP (Office Professional) and MUD (Mixed Use Downtown)
Specific Plan: Downtown Corona Revitalization Specific Plan (SP98-01)
Existing Zoning: SF (Single Family District)
CS (Community Services District)
Proposed Zoning: D (Downtown District)
Existing Land Use: Vacant land
Proposed Land Use: Medical office buildings
Surrounding Land Uses / Zoning:
S: Parking lot / CS District of SP98-01
N: Vacant land and parking lot / D District of SP98-01
E: Corona Public Library / D District of SP98-01

EXHIBIT 3

W: Single-family residences / TC (Transitional Commercial District) of SP98-01

BACKGROUND

The project site is comprised of two blocks containing 13 parcels located on the south side of West 6th Street between Sheridan Street and Belle Avenue. The two blocks are physically separated by 7th Street which will be vacated adjacent to the project site so that the land area can be included as part of the project's on-site improvements. Two alleys which are located between the parcels will also be vacated adjacent to the project site and included within the project boundary. In total, the project site is 3.48 acres which will be developed with two medical office buildings totaling 58,900 square feet. The development also includes on-site parking to serve the buildings and on-street parking located on Belle Avenue adjacent to the project site.

The project site consists of 12 vacant parcels and one developed parcel containing a parking lot for the Corona Public Library which is located east of the project site. The parking lot and the adjacent vacant property (315 W. 7th Street) located directly west of the parking lot are currently under the ownership of the City of Corona. The remaining 11 vacant parcels are under the ownership of the Corona Housing Authority.

On November 7, 2018, the city entered into a Development and Disposition Agreement with the applicant, Boureston Companies, to allow the applicant to acquire the 11 properties owned by the Corona Housing Authority. The applicant is also acquiring the two city-owned properties. All 13 properties are currently under escrow and, per the terms of the Agreement, the sale of the properties will be finalized once the applicant has obtained project approval.

The Agreement establishes certain milestones for the construction of the project which will be phased. Phase 1 will be the construction of Building A which is located closest to Sixth Street and Phase 2 will be the construction of Building B which is located on the southern portion of the project site closest to the Corona Regional Medical Center. The Agreement requires the applicant to complete construction of the building associated with Phase 1 and all necessary related off-site public improvements within 36 months after the close of escrow. The building associated with Phase 2 is required to be completed within 36 months of the first certificate of occupancy issued for the building in Phase 1. However, the Agreement does not prevent the applicant from constructing both buildings at the same time under Phase 1. Building A is intended to be occupied by City of Hope, a cancer treatment center. Building B will be a medical office building occupied by multiple tenants specializing in specific medical practices.

To make up for the loss of the 49 parking spaces within the library's off-site parking lot, the city will be entering into a shared parking agreement with the applicant to allow library patrons to utilize the new on-street parking spaces proposed on Belle Avenue which will have 54 parking spaces. Library patrons will be able to utilize the parking spaces during the evenings and weekends when the library is heavily trafficked. This agreement was discussed at the Infrastructure Committee meeting on July 31, 2017. The Committee was receptive to the proposed on-street parking as it would provide parking that is much needed, and the spaces are also at a safe walking distance to the library. The Committee also discussed the appearance of the buildings from Sixth Street with then-Council Member Jason Scott directing that if the rear elevations of the buildings face Sixth Street they should receive as much architectural detail along the backs as the fronts.

The project requires a precise plan (PP2019-0003) to review the site plan and architecture of the

project and a parcel map (PM 37565) to merge the 13 lots into two parcels. In addition, the 13 parcels have varied General Plan land use designations under the Downtown Corona Revitalization Specific Plan. As such, the project requires a General Plan Amendment (GPA2019-0001) which would bring each parcel into one General Plan designation. Parcel 1, as proposed by PM 37565, will maintain its existing General Plan designation of Mixed Use Downtown and Parcel 2, as proposed by PM 37565, is proposed to have a General Plan designation of Office Professional. The area for Parcel 2 contains two General Plan designations of Low Density Residential and Office Professional. Therefore, to facilitate the creation of the new parcel being created by this parcel map, the parcel needs to have one General Plan designation.

The project was initially reviewed by staff through the city's Development Plan Review (DPR) process in November 2018. The applicant officially submitted the GPA, SPA, parcel map, and precise plan applications to the city on March 15, 2019. The applicant was issued an application incomplete letter due to missing or incomplete application items. The applicant over time submitted the required application materials to staff with the applications finally considered complete on July 23, 2019, and cleared for public hearing before the Planning and Housing Commission on August 26, 2019.

PROPOSED SPECIFIC PLAN AMENDMENT

The proposed Specific Plan Amendment will enable the development of two medical office buildings on the project site. As indicated, the 13 parcels are within the Downtown Corona Revitalization Specific Plan and have varied zonings. As shown in Exhibit D, the six properties located on the north block (north side of 7th Street) are zoned Downtown (D). The four properties located on the south block on the south side of 7th Street between Sheridan Street and the alley are zoned Single Family (SF). The three properties located on the south block between the alley and Belle Avenue are zoned Community Services (CS). The project is a medical office use which is permitted under the Downtown and CS designations; however, the use is not permitted under the SF designation. Therefore, the applicant is seeking to change the zoning of the four SF-designated properties located on the south block to Downtown in order to permit the use on this portion of the site and to allow all the parcels to be developed comprehensively by the applicant. In addition, the three CS-designated properties that are located on the same block are also being changed to the Downtown zone so that the development standards applied to the entire project are the same. For the segment of 7th Street and the two alleys that will be vacated, the Downtown zone will also be established over these areas in order for them to be consistent with the land use designation established on the adjoining parcels. Exhibit A illustrates the proposed General Plan designations that will be established across the project site.

ENVIRONMENTAL ANALYSIS

Per Section 15070 of the State Guidelines for implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment. The Mitigation Negative Declaration is recommended for adoption (Exhibit I).

FISCAL IMPACT

The applicant paid $4,399.00 in application processing fees for the specific plan amendment.

PUBLIC NOTICE AND COMMENTS

A 20-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, staff has received calls from two property owners of two residential properties located on Sheridan Street south of Eighth Street. The property owners requested clarification on the location and use of the project with one property owner expressing support for having the City of Hope in the Corona.

Staff also received a letter of protest from Mr. John Vazirian who owns the automobile dealership and three residential properties located to the west of the project site. The letter is attached in Exhibit J. Mr. Vazirian's concern is related directly to the design of the project and is not related to the specific plan amendment but is being included with this staff report for informational purposes. Mr. Vazirian indicates that Building A would visually obstruct his business and future commercial development on his properties from Sixth Street. His letter includes three site plans depicting alternative layouts of Building A that would reduce visual impacts to his properties. Staff has spoken to Mr. Vazirian and informed him that his properties including the residential properties are zoned Transitional Commercial which requires only an 8-foot front yard setback. Therefore, any future commercial development proposed on his properties could be built as close as 8 feet from the Sixth Street right-of-way line. This setback is closer to Sixth Street than the setback that is being proposed for Building A which is designed to have a 10-foot setback from Sixth Street with the majority of the building being set back 20 feet from Sixth Street. Also, the medical office buildings could be built up to a height of 60 feet which is allowed in the Downtown District but the applicant has chosen to design them as two -story buildings with a height of approximately 40 feet. It is also worth mentioning that this segment of 6th Street is intended for commercial development and the city's development standards do not require the preservation or protection of views along the street from certain distances. The development standards are adopted by the city to provide equal application of the standards to all property owners that develop their property in accordance with the zoning of the property.

STAFF ANALYSIS

Extending the Downtown designation from the northern portion of the project site to the southern portion of the project site is logical and creates zoning consistency for the project site while facilitating the development of a medical office park on vacant and underutilized land. The proposed zoning is consistent with the General Plan designation of Office/Professional that is being proposed for the southern portion of the project site by the project's General Plan Amendment application GPA2019-0001. Also, the proposed zoning is compatible with the surrounding land uses which consists of commercial, medical office, hospital, residential, and quasi-public type uses. Finally, the specific plan amendment is consistent with several General Plan and Downtown Corona Revitalization Specific Plan policies established for the Downtown. Therefore, based on the following findings and conditions of approval attached as Exhibit B, SPA2019-0001 is recommended for approval.

FINDINGS OF APPROVAL FOR SPA2019-0001

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur, as reflected in the Conditions of Approval attached as Exhibit B.
b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. The plan systematically implements and is consistent with the General Plan for the following reasons:

a. The amendment is consistent with Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating uses that help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.
b. The amendment is consistent with Growth and Development Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.
c. The amendment is consistent with Downtown Corona Policy 1.17.6 in that the project is designed with a centralized parking lot that can be shared by multiple tenants within the two medical office buildings.
d. The amendment is consistent with Downtown Corona Policy 1.17.7 in that it would allow for the development of a medical office park that is attractive in architectural design and landscaping and creates an image conduce to economic revitalization in accordance with the Downtown Corona Revitalization Specific Plan.
e. The amendment is consistent with Downtown Corona Policy 1.17.9 because it promotes the consolidation of individual lots for the development of cohesive and well-designed commercial and mixed-use projects that maintain the area's character of low-rise and pedestrian-oriented buildings with distinctive storefronts.

3. The Plan provides for the development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reasons:

a. SPA2019-0001 will result in a project that continues to be comprehensively planned in accordance with the provisions of the Downtown Corona Revitalization Specific Plan and Corona Municipal Code.

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. The amendment will facilitate development that includes the appropriate infrastructure that will be required at the time of development of the overall project site.

5. The Plan provides for the appropriate orientation and relationship between land use within and adjacent to the project for the following reason:

    a. *The proposed medical office land use on the project site is compatible with the surrounding commercial, medical, quasi-public, and residential land uses.*

6. The proposed amendment is consistent with the goals, policies and planning concepts of the Downtown Revitalization Specific Plan for the following reasons:

    a. *The amendment is consistent with Specific Plan Policy I.B.2 because it encourages new development that is transit and pedestrian-oriented and that contributes to an integrated mix of land uses. The development is located in proximity to bus stops, is within walking distance from residential neighborhoods, and is in walking distance to other supporting uses including a library, medical clinics, hospital, religious facilities, offices, and retail services.*
    b. *The amendment is consistent with Specific Plan Policy I.B.9 because it helps to establish an area in the southwest quadrant of the Circle that facilitate medical/professional offices and senior housing.*
    c. *The amendment is consistent with Specific Plan Policy 2.B.6 because it facilitates a development that will establish special parking strategies and incentives for the Specific Plan area that will provide for adequate parking while still retaining the small town, human scale character of the Downtown. As demonstrated by the accompanying precise plan, PP2019-0003, the project provides adequate on-site and on-street parking on Belle Avenue to serve visitors of the proposed medical office park. The project will also share the parking on Belle Avenue with the Corona Public Library which will enable library patrons to park within walking distance to the library and help retain a small town downtown feel to the area.*
    d. *The amendment is consistent with Specific Plan Policy 3.B.6 because it facilities a development that preserves the City's heritage while accommodating new development. As demonstrated by the accompanying precise plan, PP2019-0003, the proposed medical office buildings have incorporated an architectural design that preserves historic elements and design elements of the Commercial Block style which is one of architectural themes prescribed by the Specific Plan for new development.*
    e. *The amendment is consistent with Specific Plan Policy 3.B.9 because it facilitates a development that incorporates drought tolerant trees and landscaping throughout the parking lot and perimeters of the project site.*

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

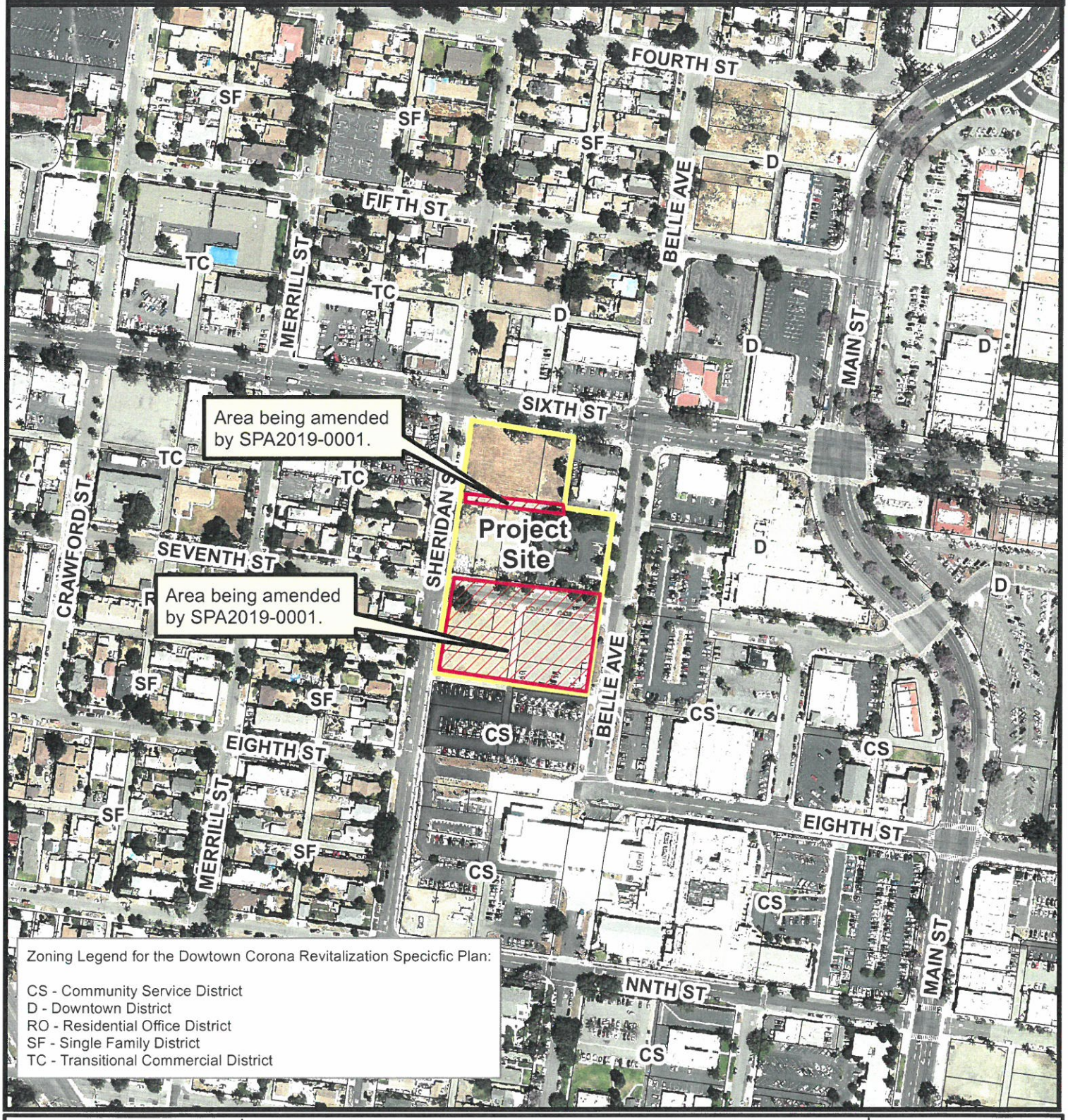
EXHIBIT

1. Locational and Zoning Map
2. Exhibit A - Proposed Specific Plan Amendment.
3. Exhibit B - Conditions of Approval.
4. Exhibit C - Aerial Map.

5. Exhibit D - Existing Specific Plan Designation.
6. Exhibit E - Existing General Plan Designation.
7. Exhibit F - Site Plan.
8. Exhibit G - Applicant’s letter dated March 5, 2019, explaining Specific Plan and General Plan amendments.
9. Exhibit H - Legal description of the specific plan amendment site.
10. Exhibit I - Environmental Documentation.
11. Exhibit J - Public Correspondence.

Case Planner: Sandra Yang (951) 736-2262

LOCATIONAL & ZONING MAP



Date: 08/21/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

N
W E
S

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: PARKING LOT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
PROPOSED ZONING: D
EXISTING LAND USE: VACANT
PROPOSED LAND USE: FUTURE MEDICAL OFFICE

EXISTING ZONING: D
EXISTING LAND USE:
BANK

EXISTING
EXISTING LAND USE:
MEDICAL CLINIC

ZONING: CS
EXISTING LAND USE: PARKING LOT

ZONING: CS
EXISTING LAND USE:
URGENT CARE

EXISTING ZONING: CS
EXISTING LAND USE:
MEDICAL CENTER

BELLE AVE

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: COMMERCIAL

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

ZONING: D
COMMERCIAL

EXISTING
EXISTING LAND USE:

6TH STREET

8TH STREET

ZONING: CS
MEDICAL CENTER

EXISTING
EXISTING LAND USE:

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MEDICAL OFFICE

SHERIDAN STREET

EXISTING ZONING: CS
EXISTING GENERAL PLAN: OP
EXISTING LAND USE: PARKING LOT

EXISTING ZONING: D
EXISTING LAND USE:
GAS STATION

EXISTING ZONING: TC
EXISTING LAND USE:
COMMERCIAL

EXISTING ZONING: TC
EXISTING LAND USE:
SINGLE FAMILY

EXISTING
EXISTING LAND USE:

ZONING: SF
SINGLE FAMILY

EXISTING ZONING: SF
EXISTING LAND USE:
SINGLE FAMILY

EXISTING ZONING: D
EXISTING GENERAL PLAN: MUD
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

EXISTING ZONING: SF
EXISTING GENERAL PLAN: LDR
PROPOSED ZONING: D
PROPOSED GENERAL PLAN: OP
EXISTING LAND USE: VACANT
PROPOSED LAND USE: PARKING LOT

LEGEND:

ZONING:
D DOWNTOWN
PARCELS BEING CHANGED TO D (1.6 ACRES)

100' 0' 50' 100'
SCALE: 1" = 100'

CORONA MEDICAL CENTER
(SPECIFIC PLAN AMENDMENT)

6TH ST. AND BELLE AVE.
SP-98-1 DOWNTOWN REUTILIZATION SPECIFIC PLAN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

F:\PROJ\332\003\EXHIBITS\B32-003XH01-SPECIFIC PLAN AMMENDMENT.DWG (05-14-2019 10:36:22AM) Plotted by: Gabreelle Gonzalez

EXHIBIT A

Project Conditions
City of Corona

Project Number: SPA2019-0001

Description: **CONTRUCTION OF (2) MEDICAL OFFICE BUILDINGS**

Applied: **3/15/2019**

Approved:

Site Address: **SIXTH STREET AND BELLE BLVD ,**

Closed:

Expired:

Status: **INCOMPLETE**

Applicant: **BOURESTON DEVELOPMENT**
650 TOWN CENTER DRIVE, SUITE 890 COSTA MESA CA, 92626

Parent Project: **PM2019-0001**

Details:

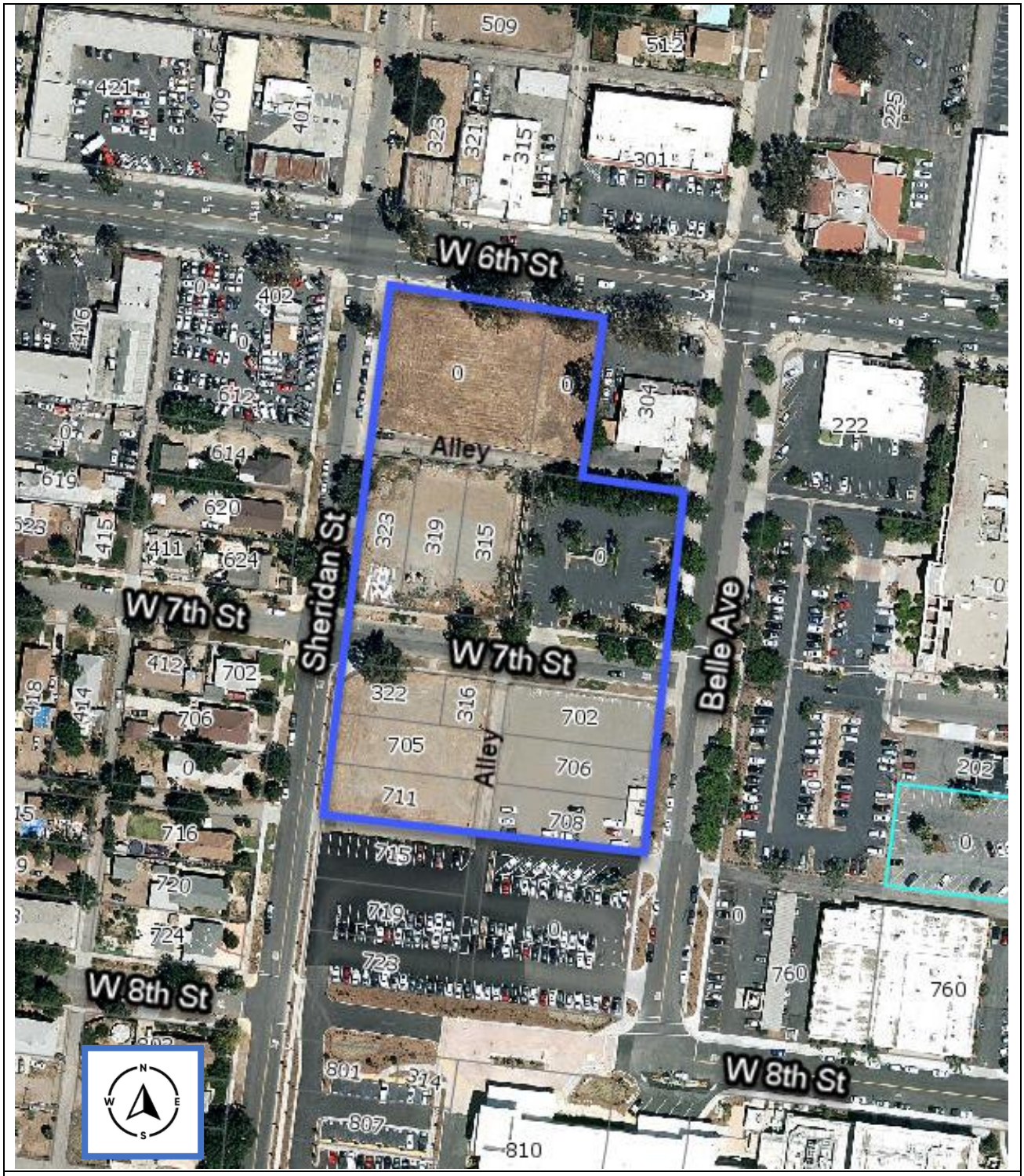
LIST OF CONDITIONS	
DEPARTMENT	**CONTACT**
FIRE	**Cindi Schmitz**

1. A minimum fire flow of 3000 gpm shall be provided.
2. Fire hydrants are to be spaced a maximum 250 feet apart.

PLANNING	**Sandra Yang**

1. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC) and ordinances and the relevant Specific Plan, if any, including the payment of all required fees.
2. The applicant or his successor in interest shall comply with the mitigation measures established in the Mitigated Negative Declaration prepared for the project.
3. 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.
4. 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.

EXHIBIT B

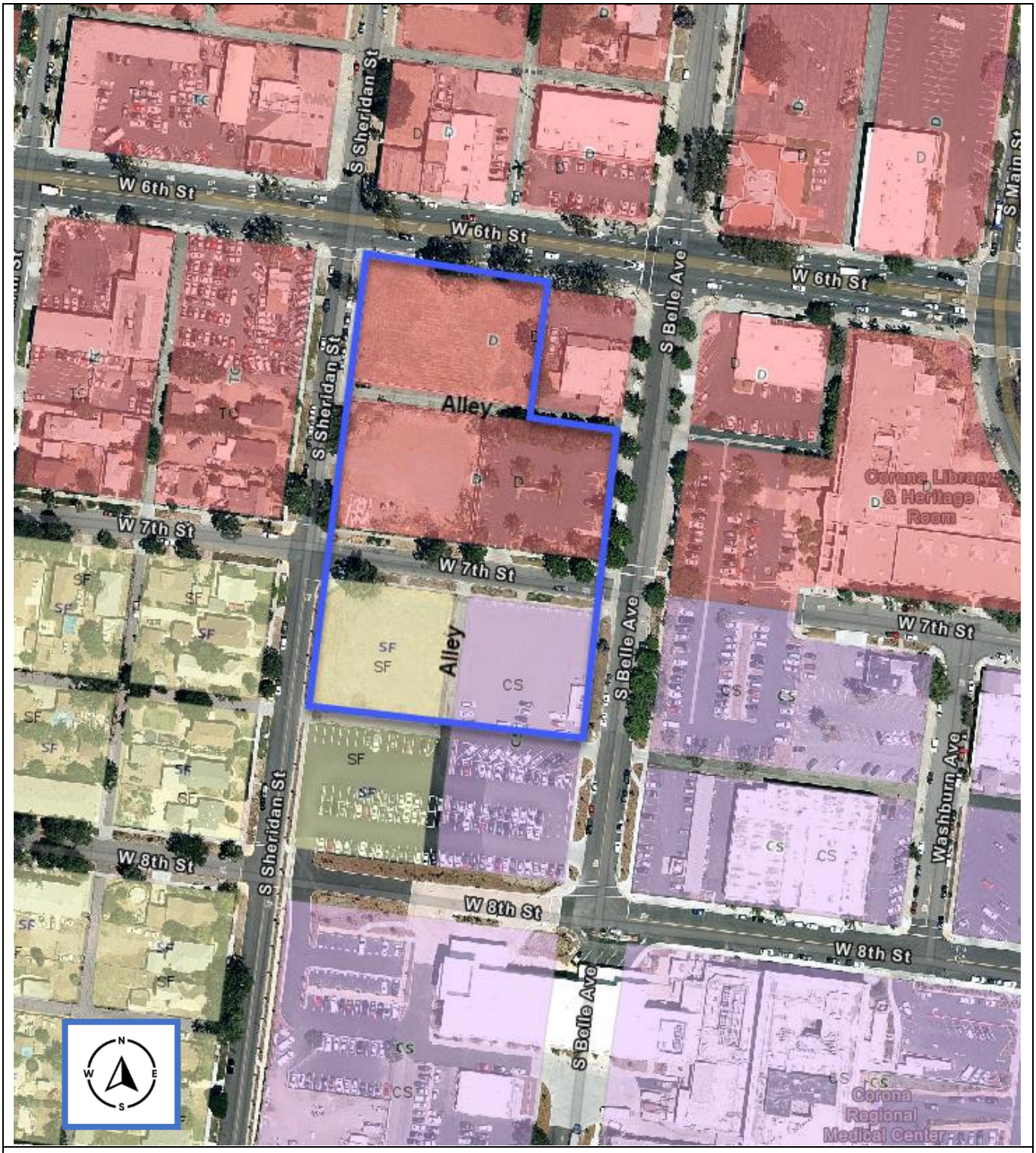


Aerial Map

Legend

Project Site

EXHIBIT C



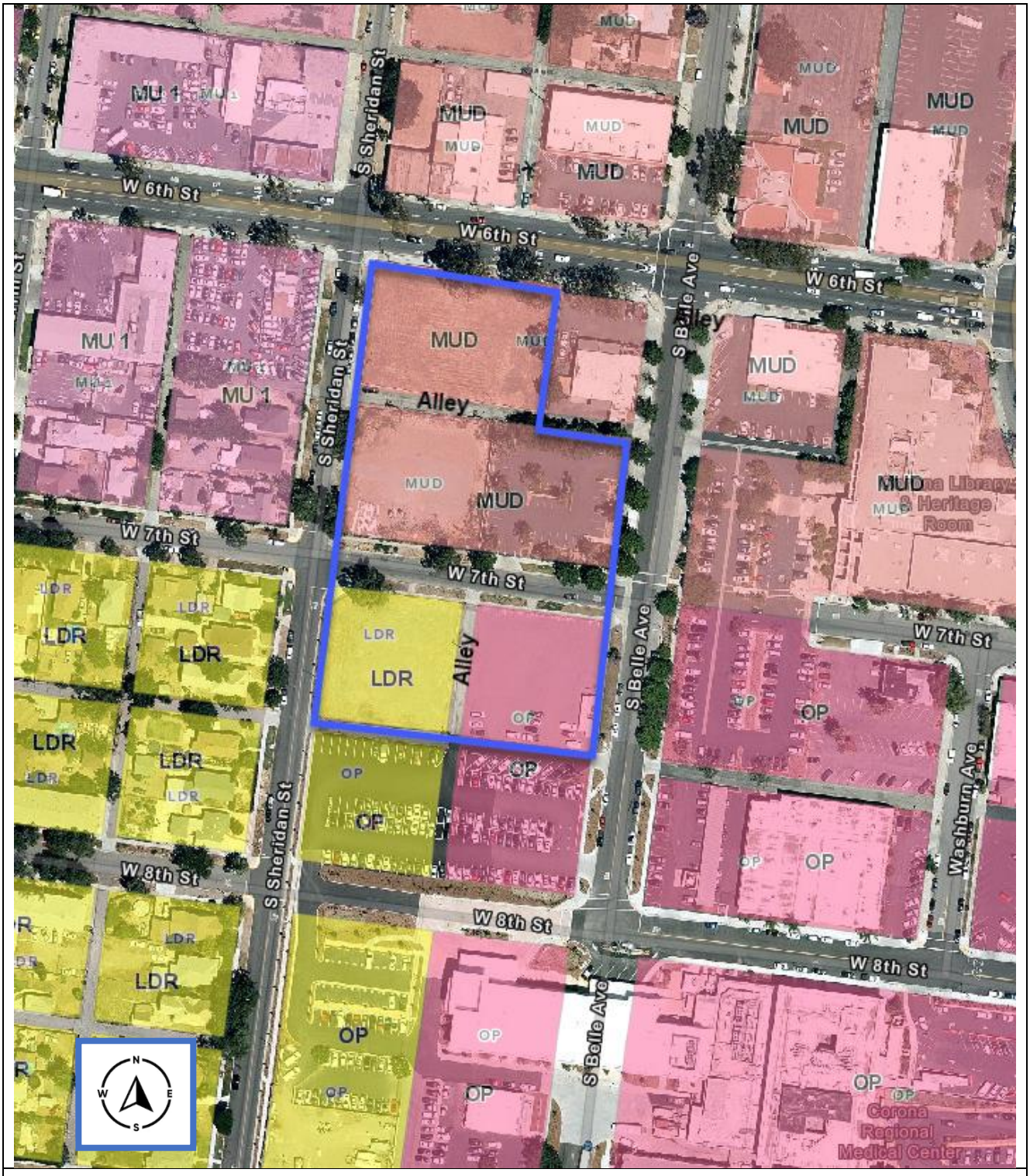
Existing Zoning

Downtown Corona Revitalization Specific Plan

Legend:

CS – Community Services District
D – Downtown District
SF – Single Family District
TC – Transitional Commercial District

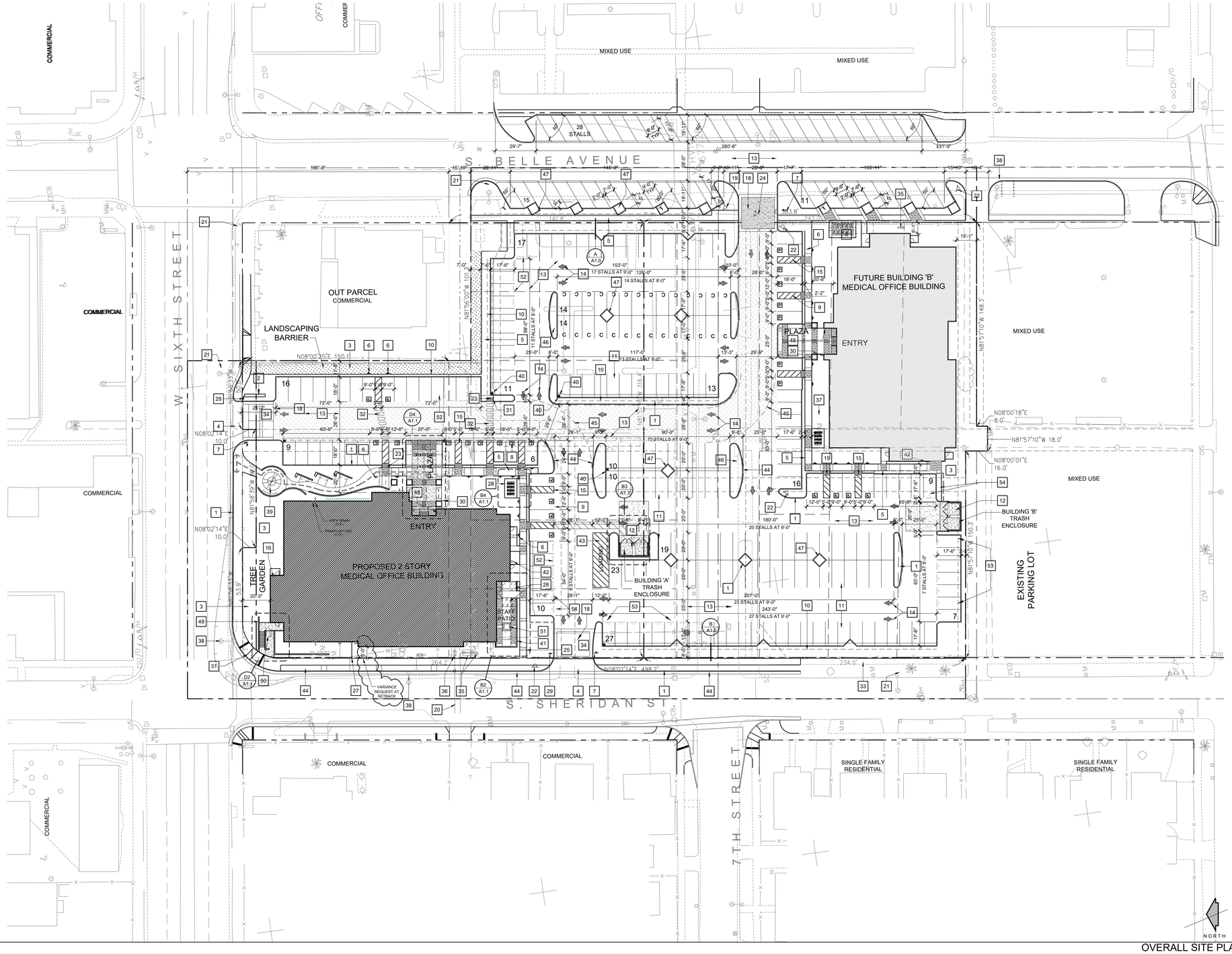
EXHIBIT D



Existing General Plan Designation

Legend:
MU – Mixed Use: Downtown
MU 1 – Mixed Use: Commercial and Residential
LDR – Low Density Residential, 3-6 du/ac
OP – Office/Professional

EXHIBIT E



OVERALL SITE PLAN

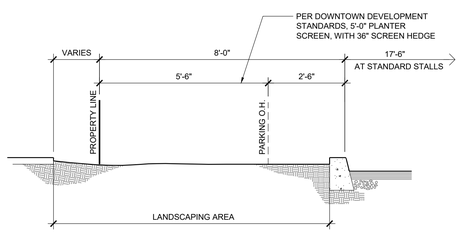
SCALE: 1" = 30'-0"

SITE PLAN KEYED NOTES

NO.	DESCRIPTION
1.	NEW 6" HIGH CONCRETE CURB, TYP. - SEE DTL. C3/A1.2
2.	MONUMENT SIGN (UNDER SEPARATE PERMIT)
3.	NEW LANDSCAPE AREA
4.	NEW DRIVEWAY APPROACH - 30'-0" MIN. (PER PUBLIC WORKS STANDARDS)
5.	NEW 4'-0" MIN. ACCESSIBLE PATH OF TRAVEL AT SIDEWALKS (5% MAX. SLOPE, 2% MAX. CROSS SLOPE) PER PUBLIC WORKS STD.
6.	NEW ACCESSIBLE STALL POLE SIGN - SEE DTL. A3A/A1.2
7.	NEW DISABLED PARKING LOT SIGNAGE AT PARKING ENTRY - SEE DTL. A3B/A1.2
8.	NEW APPROVED 3'x3' HANDICAP PARKING SYMBOL - SEE DTL. A4/A1.2
9.	NEW VAN ACCESSIBLE PARKING STALL LOADING AREA
10.	NEW LINE OF VEHICLE OVERHANG, TYPICAL
11.	NEW STANDARD PARKING STALL PER CITY STANDARDS AND PARKING MANUAL (TYP.)
12.	NEW TRASH ENCLOSURE, PER CITY STANDARDS - SEE DTL. B3/A1.2
13.	NEW PAVING - PER PUBLIC WORKS STANDARDS
14.	NEW PAINTED DIRECTIONAL ARROWS AT THE BEGINNING AND END OF AISLES - SEE DTL. B1/A1.2
15.	NEW 5'-0" STRIPED OFF-LOAD AREA FOR ACCESSIBLE PARKING (TYP.) - SEE DTL. A5/A1.2
16.	LOCATION OF FIRE SPRINKLER RISER AND ROOM
17.	INDICATES ARCHITECTURAL LIGHTING FIXTURES - SEE ELECTRICAL
18.	DECORATIVE CONCRETE PATTERN AT DRIVE APPROACH
19.	EXISTING FIRE HYDRANT
20.	EXISTING 8" WATER SERVICE
21.	EXISTING STREET LIGHT
22.	NEW FIRE HYDRANT PER CITY STANDARDS
23.	INDICATES DETECTABLE WARNING SURFACE
24.	EXISTING HYDRANT RELOCATED - SEE CIVIL
25.	NEW DISABLED PATH OF TRAVEL SIDEWALK TO PUBLIC WAY- 4'-0" MIN. WIDTH, 5% MAX. SLOPE AND 2% MAX. CROSS SLOPE- SEE CIVIL
26.	PROPOSED 4'X4' TREE WELLS. STREET TREE WELLS SHALL BE CONSTRUCTED AS PER PUBLIC WORKS STANDARDS
27.	EXISTING 8" SEWER SERVICE
28.	NEW BICYCLE PARKING - 4 SHORT TERM RACKS PROVIDED (2 BIKES PER RACK TO ACCOMMODATE 8 BIKES) AND LONG TERM LOCKERS 4 SPACES PROVIDED (2 BIKES PER LOCKER - 8 BIKES)
29.	INSTALL NEW 30" STATE STANDARD "STOP" SIGN(S) AT LOCATIONS SHOWN ON A 2" GALVANIZED POST WITH THE BOTTOM OF THE LOWEST SIGN 7' ABOVE GROUND; LOCATED BEHIND MAJOR STREET SIDEWALK. WHERE "RIGHT TURN ONLY" SIGN ALSO REQUIRED AT SAME LOCATION, INSTALL 30"x36" STATE STANDARD SIGN IMMEDIATELY BELOW THE STOP SIGN ON SAME POST
30.	INDICATES SIGNAGE ON POLE PER DTL. A3B/A1.1. SIGNAGE TO STATE, "NO SMOKING WITHIN 25'-0" OF BUILDING ENTRIES, OUTDOOR INTAKES OR OPERABLE WINDOWS, CAL-GREEN 5.504.7."
31.	PROPOSED CURB RAMP - PER CITY STANDARDS
32.	LINE INDICATES NEW DECORATIVE STRIPING AT CROSSWALK (PAINTED)
33.	EXISTING SIDE WALK TO REMAIN
34.	ENTRY DRIVE - PER CITY STANDARDS
35.	PROPOSED FDC AND PIV CONNECTIONS
36.	PROPOSED WATER SERVICE AND METER
37.	BIKE RACK AND LOCKERS AT BUILDING 'B' UNDER SEPARATE PERMIT SUBMISSION
38.	RELOCATED STREET LIGHT - SEE CIVIL
39.	HEALING GARDEN LANDSCAPING FEATURE
40.	STORM DRAIN INLET
41.	SCREEN WALL AT PATIO
42.	PROPOSED GAS METER LOCATION
43.	STRIPPING INDICATES LOADING ZONE (1)
44.	DASHED LINE INDICATES NEW RED PAINTED FIRE LANE CURB. REQUIRED FIRE LANES SHALL BE DESIGNATED BY PAINTING THE CURB RED (TOP AND SIDES) AND STENCILING "FIRE LANE NO PARKING" IN 3 INCH WHITE LETTERS ON THE MOST VERTICAL CURB, AT LEAST EVERY 50 FEET.
45.	INDICATES 50'-0" OUTSIDE TURNING RADIUS AND 25'-0" INSIDE RADIUS FOR FIRE VEHICLES 30'-0" MIN. FIRE LANE
46.	TREE PLANTING ISLAND
47.	TREE WELLS WITH TREE GRATES (5'-0" SQ.)
48.	KNOX BOX LOCATION
49.	SITE RETAINING WALLS
50.	WHEEL CHAIR LIFT
51.	TREE WELLS AT PATIO. (TYP OF 2)
52.	INDICATES CLEAN AIR VEHICLE STALLS. PROVIDE 16 STALLS FOR BUILDING 'A' PER CAL-GREEN 5.106.5.2
53.	FUTURE E.V. CHARGING STALLS - PROVIDE EMPTY ELECTRICAL CONDUIT FEED TO ELECTRICAL ROOM
54.	FUTURE ACCESSIBLE E.V. STALLS WITH 5'-0" OFF-LOAD STRIPING

GENERAL SITE NOTES

NO.	DESCRIPTION
1.	ELECTRICAL TRANSFORMER LOCATIONS ARE PRELIMINARY ONLY. LOCATIONS TO BE VERIFIED WITH UTILITY PLAN.
2.	PARKING LOT LIGHTING TO BE SUBMITTED AS PART OF BUILDING 'B' SUBMISSION
3.	DISABLED PARKING BASED ON NET BUILDING SQUARE FOOTAGE. BUILDING 'A' NET S.F. 27,325 S.F.. PER MUNICIPAL CODE 17.76.030 PROVIDE STALLS AT 1/200 S.F.. PROVIDE 137 STALLS. PER CBC 11B-208.2 PROVIDE 10% OF PARKING SPACES AS ACCESSIBLE. (10% OF 137 STALLS = 14 STALLS REQUIRED - 14 STALLS PROVIDED)



A - AT BELL AVE. B - AT SHERIDAN STREET

BUILDING A:
USE: MEDICAL OFFICE BUILDING (ONCOLOGY) 'B' OCCUPANCY

NET S.F.		27,325 S.F.
VAULT WALLS:		1,275 S.F.
LOAD		3,900 S.F.
GROSS		32,500 S.F.

BUILDING B:
USE: MEDICAL 'B' OCCUPANCY

NET		23,600 S.F.
LOAD		2,800 S.F.
GROSS		26,400 S.F.

PARKING REQUIRED

BUILDING A	27,325 S.F. / 200 =	137 STALLS
BUILDING B	23,600 S.F. / 200 =	118 STALLS
TOTAL PARKING		255 STALLS (REQ'D)

PARKING PROVIDED:

TOTAL ON SITE STALLS:	231 STALLS
OFF STIE PARKING (BELLE AVE.)	54 STALLS
TOTAL PARKING PROVIDED	285 STALLS
LESS COMPACT STALLS	(28) STALLS
TOTAL CITY RECOGNIZED STALLS	257 STALLS (ACTUAL)
EXISTING ON SITE SPACES TO BE REMOVED UNDER THIS PROJECT	46 STALLS

*THESE STALLS ARE EXISTING ON SITE WHICH WILL BE REMOVED DURING SITE DEMOLITION. THEY ARE NOT OFF-SITE STALLS

BUILDING A - TWO STORY, SINGLE TENANT

GROSS AREA		32,500 S.F.
NET		27,325 S.F.
PARKING (BASED ON NET)		
STANDARD STALLS	123	
ACCESSIBLE STALLS	12	
ACCESSIBLE VAN STALLS	2	
TOTAL STALLS REQUIRED AT BUILDING 'A'		137 STALLS
PARKING RATIO, TENANT REQUIRED		4.22/1000 GROSS
		5.01/1000 NET

BUILDING B - TWO STORY, MULTI-TENANT

GROSS		26,400 S.F.
NET		23,600 S.F.
PARKING (BASED ON NET)		
STANDARD STALLS	107 STALLS	
ACCESSIBLE STALLS	9	
ACCESSIBLE VAN STALLS	2	
TOTAL STALLS REQUIRED AT BUILDING 'B'		118 STALLS
PARKING RATIO		4.46/1000 GROSS
		5.0 / 1000 NET

ON STREET PARKING SPACES IMMEDIATELY ADJACENT TO NON-RESIDENTIAL DEVELOPMENT SITES IN THE DOWNTOWN DISTRICT MAY BE COUNTED TOWARDS THE REQUIRED NUMBER OF OFF-STREET PARKING SPACES FOR SAID NON-RESIDENTIAL USE PER SECTION III(E)(I)(C) OF THE DOWNTOWN CORONA REVITALIZATION SPECIFIC PLAN

PROJECT LOCATION
APN: 117181002, 003, 011, 012, 015, 016 AND 117186001, 002, 003, 004, 006, 007, 010, 011, 012, 013, 014

LEGAL DESCRIPTION: LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

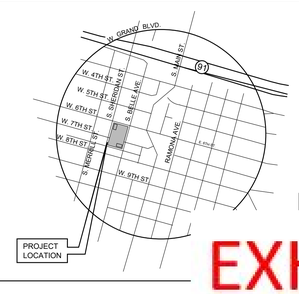
PROJECT DESCRIPTION:
CONCRETE TILT-UP TWO STORY BUILDINGS WITH POURED-IN-PLACE CONCRETE OVER METAL DECKING SECOND FLOOR. BUILDINGS ARE M.O.B.'S (MEDICAL OFFICE BUILDINGS)

PROJECT DATA:
TYPE OF CONSTRUCTION: II-B
OCCUPANCY: B - GENERAL MEDICAL OFFICE
ZONING: COMMERCIAL / MIXED USE / SINGLE FAMILY
GENERAL PLAN: MUD / OP / LDR
SPECIFIC PLAN: 98-01
PROPOSED LAND USE: MEDICAL OFFICE / PARKING
FULLY SPRINKLERED
SPRINKLERS: FULLY SPRINKLERED
BUILDING HEIGHT:
BUILDING A: 39'-6"
BUILDING B: 38'-6"

LOT COVERAGE: 3.48 AC. (151,602 S.F.)
BUILDING A: 16,656 (BUILDING FOOTPRINT) / 76,065 = 21%
BUILDING B: 13,765 (BUILDING FOOTPRINT) / 75,537 = 18%

FLOOR AREA RATIO:
BUILDING A: 32,500 / 76,065 = 42.7%
BUILDING B: 26,400 / 75,537 = 34.9%

VICINITY MAP



Anthony C. Pings and Associates
Architecture
Planning and
Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10930 RENEW 12-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Site Plan

Project Number
421.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

AN CHECK

Revisions

No.	Revision Date:

Drawing

EXHIBIT F

THE
BOURESTON
COMPANIES

March 5, 2019

City of Corona
Planning Department
400 S. Vicentia Ave., Suite 315
Corona, CA 92509

RE: Description for GPA and SPA

This project consists of two Class A Two-Story Medical Office buildings, one 32,500 sq. ft. and the other 26,200 sq. ft. The 32,500 sq. ft. Medical Office building is a build-a-suit for City of Hope. The 26,200 sq. ft. Medical Office building is a multi-tenant building expect to house a pharmacy, urgent care, surgery center, along with other key health providers sorely needed in the Corona community.

We are asking for a zone change to Downtown in order to take advantage of off-site parking. This allows this project to have the maximum amount of medical office space on the site, for the surrounding community's benefit.

Regards,

Richard E. Boureston

Cc: Ryan Cortez
Economic Development

EXHIBIT G

650 Town Center Drive, Suite #890, Costa Mesa, CA 92626
phone 714. 545. 2078 fax 949. 767. 5929 email www.tbcos.com

LEGAL DESCRIPTION

PARCEL 2: (APN: 117-186-002 and 117-186-015)
312 and 322 W. 7th Street
THE EASTERLY 46 FEET OF LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 3: (APN: 117-186-003)
705 S. Sheridan St.
LOT 8 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 4: (APN: 117-186-004)
711 S. Sheridan St.
LOT 9 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 5: (APN: 117-186-010)
706 S. Belle Ave.
LOT 5 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 6: (APN: 117-186-011)
705 S. Belle Ave.
LOT 6 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 7: (APN: 117-186-012)
708 S. Belle Ave.
LOT 4 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.
TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 77-107 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED SEPTEMBER 07, 1977, ADJOINING SAID PROPERTY ON THE SOUTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED OCTOBER 12, 1977 AS INSTRUMENT NO. 201333 OF OFFICIAL RECORDS, AND RE-RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

EXHIBIT H

CITY OF CORONA
MITIGATED NEGATIVE DECLARATION

NAME, DESCRIPTION AND LOCATION OF PROJECT:

GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional designation on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

SPA2019-0001: An application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family District and Commercial Services District to Downtown District and establish the Downtown District on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 on 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue in the Downtown District of the Downtown Corona Revitalization Specific Plan (SP98-01).

ENTITY OR PERSON UNDERTAKING PROJECT:

The City Council, having reviewed the initial study of this proposed project and the written comments received prior to the public meeting of the City Council, and having heard, at a public meeting of the Council, the comments of any and all concerned persons or entities, including the recommendation of the City's staff, does hereby find that the proposed project may have potentially significant effects on the environment, but mitigation measures or revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to a point where clearly no significant effects will occur. **Therefore, the City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment and shall be adopted.**

The Initial Study and other materials which constitute the records of proceedings, are available at the office of the City Clerk, City of Corona City Hall, 400 South Vicentia Avenue, Corona, CA 92882.

Date:_____ _____
Mayor
City of Corona

Date filed with County Clerk: _____

EXHIBIT I

CITY OF CORONA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE: GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

PROJECT LOCATION:

South side of West Sixth Street, between Sheridan Street and Belle Avenue, in the City of Corona, County of Riverside.

Assessors' Parcel Numbers: 117-181-002, -003, -011, -012, -015, -016, 117-186-001, -002, -003, -004, -006, -007, -010, -011, -012, -013, and -014.

PROJECT PROPONENT:

Richard T. Boureston
Boureston Development
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626

PROJECT DESCRIPTION:

The proposed project is for the development of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. The project site is comprised of 13 properties which are located within the Downtown Corona Revitalization Specific Plan and zoned Downtown (D), Community Services (CS), and Single Family (SF). The project site also includes a portion of 7th Street that bisects the project site from Sheridan Street to Belle Avenue and two alleys which will vacated and included within the project boundary. Each medical office building is two stories and approximately 40 feet in height. The development includes a parking lot containing 231 parking spaces which will shared among the tenants within the buildings. In addition, 54 off-site parking spaces will be provided on Belle Avenue adjacent to the project site to serve the buildings.

Development of the proposed project requires multiple entitlements which include a general plan amendment, specific plan amendment, parcel map, and a precise plan. The following describes the reason for each entitlement.

- **GPA2019-0001:** GPA2019-0001 is a proposal to amend the General Plan land use designation of four properties totaling approximately 0.50 acres located on the southwest corner of the project from Low Density Residential (LDR) to Office/Professional (OP). The amendment will also establish the Office/Professional designation the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys that are located within the project site.

- **SPA2019-0001:** SPA2018-0001 is a proposal to amend the Downtown Corona Revitalization Specific Plan to change the zoning of seven parcels totaling approximately 1.03 acres located on the southern portion of the project site from Single Family (SF) and Commercial Services (CS) to Downtown (D). The amendment will also establish the Downtown designation on the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys located within the project site.

- **PM 37565:** PM 37565 is a parcel map application that will merge the 13 existing lots plus the 0.43-acre section of 7th Street and two alleys into two parcels totaling 3.48 acres to accommodate the two medical office buildings. Each lot will contain its own building and a portion of the shared parking lot.

- **PP2019-0003:** PP2019-0003 is a precise plan application to review the site plan and architecture of the two medical office buildings on the project site.

ENVIRONMENTAL SETTING:

Site Description: The project site is comprised of 13 properties, a section of 7th Street and two alleys. The section of 7th Street and two alleys will be vacated as part of this development proposal so that they can be included within the project boundary. Refer to Figure 1. The two most northerly parcels that abut Sixth Street were previously developed for commercial purposes but are currently vacant. The middle parcel that abuts Belle Avenue is developed with a parking lot for the Corona Public Library which is located across Belle Avenue to the east of the project site. The remaining 10 properties were previously developed with single family homes but are currently vacant.

Site Surroundings: The project site is located in an urbanized area considered the city's downtown. The project site is bounded to the north and northeast by Sixth Street and a tire shop, respectively. To the west is Sheridan Street with a car dealership and single family residences located beyond Sheridan Street. To the east is Belle Avenue with a medical clinic and the Corona Public Library located beyond Belle Avenue. To the south is a parking lot for the Corona Regional Medical Center.

GENERAL PLAN \ ZONING:

General Plan: The existing General Plan designation of the 13 properties are varied. Refer to Figure 2. Per the city's General Plan map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are designated as Office/Professional (OP). The MUD and OP designations permit the proposed project; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the development of the proposed project. The OP designation would be consistent with the OP properties located within the same block on the southeast portion of the project site.

Zoning: The 13 properties are located within the Downtown Corona Revitalization Specific Plan and have different zoning. Refer to Figure 3. Per the Specific Plan's land use map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the project site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District.

STAFF RECOMMENDATION:
The City's Staff, having undertaken and completed an initial study of this project in accordance with the City's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)", has concluded and recommends the following:

___ The proposed project could not have a significant effect on the environment. **Therefore, a NEGATIVE DECLARATION will be prepared.**

__ The proposed project could have a significant effect on the environment, however, the potentially significant effects have been analyzed and mitigated to below a level of significance pursuant to a previous EIR as identified in the Environmental Checklist attached. **Therefore, a NEGATIVE**

DECLARATION WILL BE PREPARED.

X The Initial Study identified potentially significant effects on the environment but revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to below a level of significance. **Therefore, a MITIGATED NEGATIVE DECLARATION will be prepared.**

___ The proposed project may have a significant effect on the environment. **Therefore, an ENVIRONMENTAL IMPACT REPORT is required.**

__ The proposed project may have a significant effect on the environment, however, a previous EIR has addressed only a portion of the effects identified as described in the Environmental Checklist discussion. As there are potentially significant effects that have not been mitigated to below significant levels, a **FOCUSED EIR will be prepared to evaluate only these effects.**

___ There is no evidence that the proposed project will have the potential for adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The following indicates the areas of concern that have been identified as "Potentially Significant Impact" or for which mitigation measures are proposed to reduce the impact to less than significant.

- ❑ Land Use Planning
- ❑ Population and Housing
- ❑ Geologic Problems
- ❑ Hydrology and Water Quality
- ✓ Air Quality
- ❑ Transportation / Traffic
- ✓ Biological Resources
- ❑ Mineral Resources
- ✓ Hazards / Hazardous Materials
- ✓ Noise
- ❑ Public Services
- ❑ Utilities
- ✓ Aesthetics
- ✓ Cultural Resources
- ❑ Agricultural Resources
- ❑ Greenhouse Gases
- ✓ Tribal Cultural Resources
- ❑ Mandatory Findings of Significance

Date Prepared: August 5, 2019 Prepared By: Sandra Yang, Senior Planner

Contact Person: Sandra Yang Phone: (951)279-3553

AGENCY DISTRIBUTION
(check all that apply)

_____ Responsible Agencies

_____ Trustee Agencies (CDFG, SLC, CDPR, UC)

_____ State Clearinghouse (CDFG, USFWS, Redev. Projects)

_____ AQMD

X _____ Pechanga

X _____ Soboba

_____ WQCB

X _____ Other: Gabrieleno/Tongva San Gabriel Band, Rincon, Torres Martinez Desert Cahuilla Indians, Santa Rosa

UTILITY DISTRIBUTION

_____ Southern California Edison

Southern California Edison
Adriana Mendoza-Ramos, Esq.
Region Manager, Local Public Affairs
1351 E. Francis St.
Ontario, CA 91761

Southern California Edison
Karen Cadavona
Third Party Environmental Review
2244 Walnut Grove Ave.
Quad 4C 472A
Rosemead, CA 91770

Note: This form represents an abbreviation of the complete Environmental Checklist found in the City of Corona CEQA Guidelines. Sources of reference information used to produce this checklist may be found in the City of Corona Community Development Department, 400 S. Vicentia Avenue, Corona, CA.

1. LAND USE AND PLANNING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with any land use plan/policy or agency regulation (general plan, specific plan, zoning)	☐	☐	☐	☒
b. Conflict with surrounding land uses	☐	☐	☐	☒
c. Physically divide established community	☐	☐	☒	☐

Discussion:

The project site is comprised of multiple properties (13) that have different General Plan designations and zoning. Per the city's General Plan map (Figure 2), the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are currently designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are currently designated as Office Professional (OP). The MUD and OP designations permit the proposed medical office buildings; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the medical office use and to be consistent with the OP properties that are located on the same block.

Per the Downtown Corona Revitalization Specific Plan's land use map (Figure 3), the six properties located on the northern portion of the project site between Sixth Street and Seventh Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District. Approval of the general plan and specific plan amendments would result in the project being in conformance with the city's General Plan and Specific Plan. This would result in no impacts and no mitigation would be required.

The project site is located in an urbanized part of the city. It is bounded to the north and northeast by Sixth Street and a tire shop, respectively. Located beyond Sixth Street to the north are existing retail and commercial service shops. To the west is Sheridan Street with a car dealership and six single family residences located on the other side. To the east is Belle Avenue with a medical clinic and the Corona Public Library located on the other side. To the south is a parking lot which serves the Corona Regional Medical Center located at 800 S. Main Street. The project site expands across two blocks that are zoned primarily for commercial and office use. The surrounding uses that are located on the same side of Sheridan Street as the project site consist of commercial and medical buildings, a hospital, parking lots, a library, and other quasi-public type uses. Therefore, rezoning and developing the project site to accommodate medical office buildings would be a logical continuation of the existing surrounding land uses. This would result in a less than significant impact and no mitigation is required.

2. POPULATION AND HOUSING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial growth	☐	☐	☐	☒
b. Displace substantial numbers of existing housing or people	☐	☐	☐	☒

Discussion:

The project site is comprised primarily of vacant undeveloped land. Only a portion of the project site is currently developed for a parking lot for the Corona Public Library. As the project is for two medical office buildings and there are no existing residences on the project site, development of the proposed project would not induce substantial growth or displace housing or people. No impacts are expected, and no mitigation is required.

3. GEOLOGIC PROBLEMS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fault /seismic failures (Alquist-Priolo zone) /Landslide/Liquefaction	☐	☐	☒	☐
b. Grading of more than 100 cubic yards	☐	☐	☒	☐
c. Grading in areas over 10% slope	☐	☐	☐	☒
d. Substantial erosion or loss of topsoil	☐	☐	☐	☒
e. Unstable soil conditions from grading	☐	☐	☐	☒
f. Expansive soils	☐	☐	☒	☐

Discussion:

A preliminary geotechnical investigation report was prepared for the project by GMU Geotechnical, Inc. (October 5, 2018) to evaluate the subsurface conditions at the project site for the purpose of making geotechnical recommendations related to the design and construction of the proposed medical office buildings. Per the geotechnical investigation report, the project site is relatively flat with a gentle slope descending to the northwest towards Sixth Street. As the site is comprised of multiple properties, portion of the site contains vegetation, asphalt parking lot, and gravel parking lot. GMU drilled 11 holes to a maximum depth of 51.5 feet below the existing ground surface to determine the subsurface geologic and groundwater conditions and to obtain bulk and drive samples for geotechnical testing. Based on the soils test, the site contains alluvia fan deposits overlain by artificial fill. The alluvial fan deposits were observed throughout the 51.5-foot depth. Artificial fill was encountered within two of the drill holes at depths of approximately 1.5 to 2 feet. However, based on previous site conditions observed from historic aerial photographs, the depth of existing artificial fill could vary across the site and may be as thick as 5 feet.

Groundwater was not encountered during the drilling. A separate research performed for the site indicates that groundwater is situated at a depth of approximately 90 feet from the existing ground surface and may vary across the site due to stratigraphic and hydrologic conditions but is not expected to impact development of the site. Therefore, no impacts are expected.

The site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known active faults are in the area of the project site. The nearest active faults are the Chino and Elsinore fault systems, which are located approximately 2.1 and 3.4 miles from the site, respectively, and are capable of generating a maximum earthquake magnitude of 6.8 and 7.8, respectively. Given the site's proximity to these and other active and potentially active faults, the site will likely be subject to earthquake ground motions in the future. The project will be subject to city and county local codes, the latest California Building Code (CBC), and the engineering recommendations in the project's geotechnical investigation report. Therefore, any potential impacts related to fault/seismic failures would be reduced to a less than significant impact and no further mitigation would be necessary.

The site is not located in a zone that requires investigation for liquefaction. In addition, based on the soils encountered at the site, GMU opines that the liquefaction potential at the site is low. No impacts are expected from liquefaction.

Based on GMU's review of available geologic maps, literature, topographic maps, aerial photographs, and soils evaluation, the potential for landslides to occur at the site is considered negligible. No impacts are expected as it pertains to landslides.

The soils encountered at the site exhibit a medium to high expansion potential. As such, GMU recommends using a high expansion potential in the design of the structures. Compliance with the recommendations in the geotechnical investigation report would reduce potential impacts to less than significant and no mitigation is required.

Development of the site would involve grading of more than 100 cubic yards. There would also be grading in areas with greater than 10 percent slopes. Adherence to the city's grading regulations and the grading specifications identified in the geotechnical investigation report would ensure a less than significant impact would occur and no further investigation would be required.

4. HYDROLOGY AND WATER QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than significant Impact	No Impact
a. Violate water quality standards/waste discharge requirements	☐	☐	☒	☐
b. Deplete groundwater supplies	☐	☐	☐	☒
c. Alter existing drainage pattern	☐	☐	☒	☐
d. Increase flooding hazard	☐	☐	☐	☒
e. Degrade surface or ground water quality	☐	☐	☒	☐
f. Within 100-year flood hazard area	☐	☐	☐	☒
g. Increase exposure to flooding	☐	☐	☐	☒
h. Exceed capacity of storm water drainage system	☐	☐	☒	☐

Discussion:

Per the project's hydrology report (Fuscoe Engineering, July 2019), the site currently drains from the southeast corner of the project site to the northwest corner. For the existing Corona Public Library parking lot, runoff surface flows toward curb and gutter and ultimately to Belle Avenue. The existing streets surrounding the project site do not have any existing catch basin inlets to capture any of the surface runoff from the project site. There are also no underground drainage lines to carry runoff to the city's public storm drain system. Development of the proposed project would alter the existing drainage pattern onsite. The project will be designed to match the historic drainage pattern flow of the existing conditions. The prosed drainage for the project will have storm water runoff surface flow towards the northwest corner near the intersection of Sixth Street and Sheridan Street which will then travel west down Sixth Street and Seventh Street till they join with a public storm drain line on Merrill Street. Low flows will be collected to one of two on-site underground infiltration galleries via pervious pavement proposed within the parking lot. Flow through planter areas in the landscape medians will be used as a water quality method for treating runoffs. Overall, the project will not adversely affect the downstream facilities or neighborhood and will reduce the impact on the existing infrastructure. Therefore, no mitigation is required.

Development of the project site would increase the area of impermeable surface paving which will result in an increase in surface runoff. The applicant has submitted a preliminary Water Quality Management Plan (WQMP) prepared by Fuscoe Engineering (September 17, 2018) to ensure that the project addresses potential water quality impacts. The applicant will be required to implement on site the Best Management Practices (BMPs) identified in the preliminary WQMP to minimize pollutant runoff into the City's storm water drainage system. These include maintaining and periodically repainting or replacing inlet markings, providing regular maintenance of the landscaping, and sweeping sidewalks and parking areas regularly and to prevent accumulation of litter and debris. Prior to issuance of a grading permit, the applicant will be required to submit a final WQMP to be reviewed by the Corona Public Works Department. This will result in a less than significant impact to water quality and therefore, no further mitigation is required.

According the project's geotechnical investigation report (GMU, October 5, 2018), review of Riverside County FEMA Flood Insurance Rate Map indicates that the site is located within "Zone X", an area of 0.2% annual chance flood, 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile, and protected by levees from 1% annual chance flood. The potential for the site to be adversely impacted by significant flooding is considered low. Additionally, the project site is not located within the 100-year flood hazard area. Development of the project site will not result in a flooding hazard nor will it expose the site and surrounding area to flooding. Therefore, no impacts are anticipated with respect to flooding and no mitigation is required.

5. AIR QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with air quality plan	☐	☒	☐	☐
b. Violate air quality standard	☐	☒	☐	☐
c. Net increase of any criteria pollutant	☐	☒	☐	☐
d. Expose sensitive receptors to pollutants	☐	☒	☐	☐
e. Create objectionable odors	☐	☐	☒	☐

Discussion:

The project site is located within the South Coast Air Basin, an area covering approximately 6,745 square miles and bounded by the Pacific Ocean to the west and south and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. Air quality within the Basin is regulated by the SCAQMD which is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the Basin is in nonattainment. The project would be subject to SCAQMD's Air Quality Management Plan (AQMP), which contains a comprehensive list of pollution control strategies directed at reducing emissions and achieving ambient air quality standards. The AQMP is based on projections originating with county and city general plans. Since the proposed project is required to be consistent with the City of Corona General Plan, the project would be consistent with the AQMP. Therefore, no impacts would occur with respect to AQMP implementation, and no mitigation measures are required.

An air quality study was prepared for the project by RK Engineering (February 28, 2019) to analyze potential air impacts associated with the proposed project. Emissions were calculated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2, which was the latest version available at the time of the preparation of the report. The CalEEMod is a computer model approved by the South Coast Air Quality Management District (SCAQMD) to calculate criteria pollutant emissions. The following discusses the project's compliance to air quality plans and potential short-term and long-term air quality impacts.

Construction (Short-term) Emissions Impacts

Short-term air impacts include construction related activities associated with the proposed project. These activities would result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$ which have regional significance thresholds established by the SCAQMD. Any project with daily regional emissions that exceed any of the regulated thresholds should be considered as having an individually and cumulatively significant air quality impact. It is anticipated that construction of the project would be completed in approximately 12 months. During construction, the project is expected to comply with the regulatory construction requirements under the SCAQMD Rules which include but are not limited to Rule 1403 (Asbestos), Rule 1113 (Architectural Coatings), and Rule 403 (Fugitive Dust). The project's estimated maximum daily construction emissions are summarized below in Table 5-A. As shown, emissions resulting from project construction would not exceed the SCAQMD regional thresholds of significance for regulated pollutants. Therefore, a less than significant impact would occur and no mitigation is required.

TABLE 5-A
Estimated Construction Maximum Daily Air Pollutant Emissions (lbs/day)

Construction Phase	Maximum Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_2**	**PM_{10}**	**$PM_{2.5}$**
Maximum Daily Emissions during Summer or Winter (includes both on-site and off-site project emissions)	32.79	45.64	22.86	0.06	9.50	6.05
SCAQMD Thresholds	75	100	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Construction Related Localized Emissions

The project's air quality study also included a construction related localized emissions impact analysis. SCAQMD established Localized Significance Thresholds (LSTs) to show whether a proposed project would cause or contribute to localized air quality impacts at the nearest sensitive receptor. Sensitive receptors include residences, schools, hospitals, and similar uses

that are sensitive to adverse air quality. For this project, the nearest sensitive receptors include residential properties located approximately 60 feet to the west and a hospital (Corona Regional Medical Center) located approximately 100 feet to the south. LSTs take into account the size of the project and a project's distance to the sensitive receptor, and apply only to NO_X, CO, PM_{10}, and $PM_{2.5}$. Tables 5-B and 5-C show the project's construction emission rates with and without implementation of **Mitigation Measure 1**. With implementation of **Mitigation Measure 1**, the project would not exceed the SCAQMD's Localized Significance Thresholds (LSTs) established for sensitive receptors located 25 meters from the project site if **Mitigation Measure 1** is implemented. Therefore, compliance with **Mitigation Measure 1** would reduce impacts to less than significant. Note that Tables 5-B and 5-C assume that the project would be implementing standard SCAQMD rules and requirements for fugitive dust control.

TABLE 5-B
Unmitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	45.57	22.06	9.30	6.0
SCAQMD Threshold	216.88	1,335,8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**Yes**	**No**

TABLE 5-C
Mitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	28.35	23.28	6.92	3.81
SCAQMD Threshold	216.88	1,335.8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction Related Diesel Particulate Matter

The greatest potential for toxic air contaminant emissions from the project would be related to diesel particulate matter (DPM) emissions associated with heavy diesel equipment used during construction. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk" which is the likelihood that a person exposed to concentrations of toxic air contaminants over a 30-year lifetime will contract cancer based on the use of standard risk-assessment methodology. As shown in Table 5-B, construction-based particulate matter (PM) emissions including diesel exhaust emissions have the potential to exceed local emissions levels. Therefore, the project is required to implement **Mitigation Measure 1** to reduce particulate matter (PM) from diesel exhaust. The project shall also implement the best available pollution control strategies to minimize potential health risks, which are listed under **Mitigation Measure 2.** Compliance with **Mitigation Measures 1 and 2** would reduce impacts related to DMP to less than significant.

Operational (Long-term) Emissions Impacts

Long-term operational activities associated with the proposed project will result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$. Operational emissions would be expected from energy sources (electricity consumption), mobile sources (vehicle trips), and area sources (landscape equipment and architectural coating emissions). As shown in Table 5-D, the project's expected daily long-term emissions would not exceed the SCAQMD thresholds for VOC, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$. Therefore, this would be less than significant and no mitigation is required.

TABLE 5-D
Project Operational Emissions

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Total Emissions From Mobile, Energy, and Area Sources	4.89	9.55	40.79	0.13	11.26	3.06
SCAQMD Thresholds	55	55	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Operational Related Localized Emissions

Table 5-E shows the localized operational emissions and compares the results to SCAQMD LST thresholds of significance. As shown in Table 5-E, the emissions will be below the SCAQMD thresholds of significance for localized operational emissions. The project will result in less than significant localized operational emissions impacts and no mitigation is required.

TABLE 5-E
Operational LST Impacts

LST Pollutants	Maximum Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum On-site Emissions	0.53	2.12	0.6	0.2
SCAQMD Threshold	216.88	1,335.8	2.4	1.8
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction and Operational Related Odors
Land uses generally associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting operations, refineries, landfills, dairies, fiberglass molding facilities. The project does not contain land uses associated with emitting objectionable odors. Potential odor sources associated with the proposed project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities. However, these activities would be temporary, short-term, and intermittent in nature and would cease upon completion of the project's construction phase. Other potential odor sources associated with the project include the temporary storage of typical solid waste (refuse) associated with the project's long-term operational uses. However, it is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the project's construction and operations would be less than significant and no mitigation would be required.

Operational Related Toxic Air Contaminants
The proposed medical office use is not considered a typical source of significant toxic air contaminants (TAC). A TAC is defined as air pollutants that may cause or contribute to an increase in mortality or serious illness, or which may pose a hazard to human health, and for which there is no concentration that does not present some risk. The primary source of TACs from non-industrial land use development projects would include diesel particulate matter (DPM) generated from diesel exhaust emissions. The medical office use may attract some light-heavy trucks for shipping and delivery purposes, but would not be a truck intensive use that would generate a significant amount of DPM. Based on the project's trip generation taken from the project's Traffic Impact Analysis (RK Engineering Group, December 2018), the project is expected to generate a maximum of 30 heavy truck trips per day.

According to SCAQMD, any project that has the potential to expose the public to toxic air contaminants in excess of the following thresholds would be considered to have a significant air quality impact:

- If the maximum incremental cancer risk is 10 in one million or greater; or
- Toxic air contaminants from the proposed project would result in a Hazard Index increase of 1 or greater.

Based on the project's trip generation, it is not expected that the project would result in significant incremental increases in potential cancer risks to surrounding sensitive receptors. This is considered a less than significant impact and no mitigation is required.

CO Hot Spots Emissions
A CO hot spot is a localized concentration of carbon monoxide (CO) that is above the state one-hour standard of 20 ppm (parts per million) or the eight-hour standard of 9 ppm. When the 1993 CEQA Air Quality Handbook was published, the South Coast Air Basin which includes the project site was designated nonattainment, and so CO hot spot analyses were required to be performed to ensure that development did not exacerbate an existing problem. Since that time, the South Coast Air Basin has achieved attainment status and the potential for hot spots caused by vehicular traffic congestion has been greatly reduced. In fact, the SCAQMP Air Quality Management Plan found that peak CO concentrations were primarily the result of unusual meteorological and topographical conditions, not traffic congestion. Additionally, the 2003 SCAQMD Air Quality Management Plan found that, at the four of the busiest intersections in the South Coast Air Basin, there were no CO hot spots concentrations. Furthermore, the project's Traffic Impact Analysis found that traffic generated by the project would not cause significant adverse impacts. Therefore, it is reasonable to conclude that the project would not significantly increase traffic congestion in the vicinity of the site that would lead to the formation of CO hot spots. This is considered a less than significant impact and no mitigation is required.

Mitigation Measures

1. Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.

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2. In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks:
    a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
    b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors.
    c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
    d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

6. TRANSPORTATION/TRAFFIC:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system	☐	☐	☐	☒
b. Conflict of be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☐	☒
c. Increase the total daily vehicle miles traveled per service population (population plus employment) (VMT/SP) above the baseline level for the jurisdiction	☐	☐	☐	☒
d. Cause total daily VMT within the study area to be higher than the No Project alternative under cumulative conditions	☐	☐	☐	☒
e. Change in air traffic patterns	☐	☐	☐	☒
f. Traffic hazards from design features	☐	☐	☐	☒
g. Emergency access	☐	☐	☐	☒
h. Conflict with alternative transportation policies	☐	☐	☐	☒

Discussion:

Senate Bill (SB) 743 was passed by the California State Legislature and signed into law in 2013 requiring public agencies to analyze a project's potential traffic impact on the environment using vehicle miles traveled (VMT) instead of level of service (LOS) when evaluating for CEQA compliance. Section 15064.3 of the 2019 CEQA Guidelines provide the criteria for analyzing transportation impacts of projects when measuring vehicle miles traveled. On May 1, 2019, the City of Corona adopted updates to the city's Local Guidelines For Implementing CEQA which incorporated the provisions of Section 15064.3. The city also has a draft memorandum regarding VMT Analysis Guidelines prepared for Fehr & Peers dated January 11, 2019 which establishes the methodologies for analyzing VMTs. A separate memorandum prepared by Fehr & Peers dated March 27, 2019 establishes that VMT should be analyzed under two scenarios – a baseline year and at buildout which is year 2040. Furthermore, under the VMT Analysis Guidelines, a significant impact would occur if either condition below is met:

- **Project Level Impact**: The buildout of the project increases the total daily VMT per service population (VMT/SP) above the baseline level (year 2017) for the city.
- **Cumulative Effect on VMT**: The buildout of the project causes total daily VMT/SP within the city to be higher than the no-project alternative under cumulative conditions at buildout (year 2040).

The city's established VMT thresholds are based on a 2017 baseline year and at buildout year 2040:

- 2017 Baseline Year – 30.2 VMT/SP
- 2040 Buildout Year – 32.6 VMT/SP

Per the state's Office of Planning and Research Technical Advisory On Evaluating Transportation Impacts in CEQA, certain projects can be screened from being required to conduct a VMT assessment as these types of projects are expected to cause a less than significant impact. These projects include the following:

- Projects that generate less than 110 daily trips.
- Local serving retail less than 50,000 square feet.

- Local serving schools.
- Development in a Transit Priority Area and consistent with the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).
- Development in a low VMT generating area, consistent with the RTP/SCS, and consistent with development currently in that zone.

The project site is located within Corona's Transit Priority Area (TPA) which consists of the areas located approximately within one mile north and south of State Route 91 from approximately Serfas Club Drive to the eastern limits of the city boundaryline. The city's TPA consists of the Metrolink Rail line and RTA bus route on Sixth Street. As such, the Public Works Department did not require a VMT analysis to be prepared for the proposed project. This would be a less than significant impact and no mitigation pertaining to VMT is warranted.

Traffic Impact Analysis

Although the city's CEQA checklist no longer considers level of service or LOS as a means of determining a significant effect on the environment, the city still uses LOS to determine if an applicant's project needs to construct certain circulation improvements or participate in the fair share cost toward the construction of future circulation improvements. Circulation improvements, if required, would be added as a condition of approval for the project. A Traffic Impact Analysis (TIA) was prepared for the project by RK Engineering Group (December 20, 2018, and updated August 21, 2019) to evaluate the project's potential traffic impact in terms of LOS to the surrounding area. Per the General Plan, the acceptable LOS for intersections within the City of Corona is LOS C or better for local intersections in residential/industrial areas, and LOS D or better for collector and arterial intersections.

The project is anticipated to open in year 2020 and is expected to generate approximately 2,050 average daily trips with approximately 164 trips during the AM peak hour, and approximately 204 trips during the PM peak hour.

Access into the project site is planned to be provided via four unsignalized driveways:

- One full-access driveway on Sheridan Street;
- One right-in/right-out driveway along Sixth Street;
- Two full-access driveways on Belle Avenue.

The following street intersections were studied in the TIA because of their proximity to the project site:

1. W. Grand Blvd. / W. Sixth St.
2. Sheridan St. / W. Sixth St.
3. Belle Ave. / W. Sixth St.
4. S. Main St. / Sixth St.
5. S. Main St. / Eighth St.
6. S. Main St. / Ninth St.
7. Sheridan St. / Project Driveway 1
8. Project Driveway 2 / W. Sixth St.
9. Belle Ave. / Project Driveway 3
10. Belle Ave. / Seventh St – Project Driveway 3
11. Sheridan St. / Seventh St.

The following street segments were studied in the TIA because of their proximity to the project site:

1. W. Sixth St., from W. Grand Blvd. to Main St.
2. S. Main St., from Sixth St. to Ninth St.
3. Sheridan St., from W. Sixth St. to Ninth St.
4. W. Ninth St., from Sheridan St.to S. Main St.
5. S. Belle Ave., from W. Sixth St. to Eighth St.
6. W. Eighth St., from Belle Ave. to S. Main St.

The TIA evaluated traffic conditions under the following scenarios:

- Existing Conditions (2018)
- Existing Plus Project Conditions (2018)
- Project Opening Year (2020) with Background Traffic
- Project Opening Year (2020) with Background Traffic and Proposed Project
- Build-out Year (2040) with Background Traffic

- Built-out Year (2040) with Background Traffic and Proposed Project

Existing Conditions (2018): Per the TIA, all study intersections are currently operating at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Existing Plus Project Conditions (2018): This scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Project Opening year (2020) with Background Traffic Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (2.5% total) to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Project Opening year (2020) with Background Traffic Conditions and Proposed Project Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (4% total) to account for area wide/ambient growth. In addition, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions: For both 2040 scenarios, since the project area is projected to experience a more practical annual grow rate of 1.25% as opposed to a 2% annual growth rate, a 1.25% annual growth rate was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions and Proposed Project Conditions: The more practical annual grow rate of 1.25% was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth for this scenario. Also, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue will be removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Because the studied intersections are expected to continue to operate at acceptable levels of service, no additional circulation improvements are required by the applicant.

Roadway Segments: All studied roadway segments are expected to be operating at acceptable levels of service (LOD C or better), with the exception of the following two segments:

1. W. Sixth St., from W. Grand Blvd. to Main St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.
2. S. Main St., from Sixth St. to Ninth St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.

Therefore, to determine the true deficiency of these two roadway segments at Buildout Year with the Project conditions, an analysis was done using peak hours. The TIA indicates that the impacted roadway segments would be operating at LOS A in the peak hours in year 2040 with the project. Therefore, the project is not considered to have an impact on this roadway segment.

7. BIOLOGICAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Endangered or threatened species/habitat	☐	☐	☒	☐
b. Riparian habitat or sensitive natural community	☐	☐	☐	☒
c. Adversely affects federally protected wetlands	☐	☐	☐	☒
d. Interferes with wildlife corridors or migratory species	☐	☐	☐	☒
e. Conflicts with local biological resource policies or ordinances	☐	☐	☒	☐
f. Conflicts with any habitat conservation plan	☐	☐	☒	☐

Discussion:

A biological survey was conducted for the project by ECORP Consulting, Inc. (December 18, 2018) to demonstrate the project's compliance with local, state, and federal regulations regarding listed, protected, and sensitive species. The survey was conducted in accordance with the Multiple Species Habitat Conservation Plan (MSHCP) which is a habitat conservation plan for Western Riverside County that identifies land to be preserved for habitat for threatened, endangered or key sensitive populations of plant and wildlife species. The site is located within the boundaries of the MSCHP; however, it is not located within a cell group or criteria cell of the MSCHP. It is also not located within an area requiring a survey for amphibians, criteria area species survey, mammal survey, narrow endemic plants, or burrowing owls. The project site is not located in any United States Fish and Wildlife designated critical habitat. There are no jurisdictional features, hydric soils, or wetlands on the project site. No scalebroom weed were identified on the site. No burrowing owls or suitable habitat were observed on the site. However, potential nesting habitat for migratory birds and raptors protected by the Migratory Bird Treaty Act and California Fish and Game Code was present within a large olive and eucalyptus tree located in the parkways adjacent to Sheridan and Sixth Streets and within ornamental trees and shrubs located in the paved library parking lot. Raptors breed between February and August, and songbirds and other passerines nest between March and August. If construction of the project occurs during the bird breeding season (February 1 through August 31), ground disturbing construction activities could directly affect birds protected by the MBTA and their nests through the removal of habitat on the project site, and indirectly through increased noise, vibrations, and increased human activity. Compliance with Mitigation Measure 3 would reduce impacts to less than significant.

The project site will not interfere with wildlife corridors because the project site is highly disturbed and surrounded by development on all sides. Therefore, it does not provide movement opportunities for wildlife. The site is also isolated from larger, contiguous blocks of native habitat. Therefore, there is no impact and no mitigation is required.

Mitigation Measures

3. If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.

8. MINERAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Loss of mineral resource or recovery site	☐	☐	☐	☒

Discussion:

Per Figure 4.5-7 of the General Plan Technical Background Report, the project site does not contain mineral resources. Therefore, the project does not impact mineral resources, and no mitigation is warranted.

9. HAZARDS AND HAZARDOUS MATERIALS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Transport, use or disposal of hazardous materials	☐	☐	☒	☐
b. Risk of accidental release of hazardous materials	☐	☒	☐	☐
c. Hazardous materials/emissions within ¼ mile of existing or proposed school	☐	☐	☐	☒
d. Located on hazardous materials site	☐	☒	☐	☐
e. Conflict with Airport land use plan	☐	☐	☐	☒
f. Impair emergency response plans	☐	☐	☐	☒
g. Increase risk of wildland fires	☐	☐	☐	☒

Discussion:

A Phase I Environmental Site Assessment (ESA) was prepared for the project site by TGE Resources, Inc. (January 11, 2019) to evaluate the physical conditions of the project site and to uncover any hazardous wastes that may have previously been used, treated, stored, or disposed on the project site. Based on the Phase I ESA, the northern portion of the project site by Sixth Street was occupied by a commercial building, auto sales business, and service station in the 1920s. The middle and southern portions were previously developed for residential use since 1900. In the 1960s, the northern portion was occupied by the California State Guard and a service station. By the early 1960s, the northern portion was occupied by a furniture store and warehouse. By the mid 1990s, the eastern portion was converted from residential use to the Corona Library parking lot. Between the mid 1990s and 2010, the commercial structures on the northern portion and the residential structures on the rest of the project site were removed from the site. Due to the previous service station use on the project site and the adjacent tire retail and installation shop to the east, the Phase I ESA recommended a Phase II ESA to investigate the site for the actual presence of hazardous substances.

A Limited Phase II ESA was prepared (TGE Resources, March 6, 2019) to analyze the soils on site. Sample soils were collected from the site for analysis which showed the presence of a RCRA metal (lead) along the northeastern property boundary, which constitutes a REC for the site. In addition, the VOC 1,4-dioane is present in soil vapor within the northern of the site, which was the historical location of a gasoline station from the late 1920s through at least the early 1950s, with final disposition of fuel systems (tanks and ancillary product lines) unknown. Given this unknown outcome, this VOC is soil vapor is a confirmed REC for the site. The Limited Phase II ESA recommended further assessment of the soils. As such, a supplemental Limited Phase II ESA was prepared (May 24, 2019) to quantify (laterally and vertically delineate) the previously documented surface soil source areas for regulated concentrations of RCRA metal lead and to analyze the soil characterization in areas slated for excavation/disturbance during the development of the site. Soils were taken from various locations within the project site. A total 27 soil borings were made. The soil samples collected from the borings reported lead at concentrations ranging form 5.92 mg/kg to 752 mg/kg. Additionally, are composite samples reported arsenic at concentrations ranging form 4.93 mg/kg to 9.69 mg/kg. These concentrations exceed the DTSC (Department of Toxic Substance Control) residential and commercial recommended screening levels for lead and arsenic. Gasoline Range Organics (GRO) were also detected in the soil samples.

Potential surface soil exposure is limited in that the majority of the project site will be capped by concrete building foundations and asphalt driveway/parking areas associated with the proposed development. Additionally, in conjunction with site development, the disposal of nonhazardous concentrations of RCRA metal (arsenic and lead) impacted surface soil (deemed geotechnically unsuitable for construction) will occur via excavation and trans port to a regulated/licensed disposal facility. There is potential for construction workers to engage in invasive activities such as excavating, grading, trenching, utility installation, and/or landscaping will encounter slightly elevated levels of lead and arsenic impacted soil during the construction of the site. Given the presence of the soil being impacted by RCRA metals (arsenic and lead) and ORO (gasoline range organics), the Phase II ESA recommended that the developer report the findings to the DTSC and Riverside County Environmental Health Department for review and determination of interest in possible case management. In addition, the developer should prepare and implement a soil management plan to ensure use of appropriate worker protection and proper management/disposal of the contaminated soils. Compliance with these mitigation measures (**Mitigation Measures 4-5**) would reduce impacts to less than significant.

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The nearest schools to the project site are Jefferson Elementary School and Corona Fundamental Intermediate School which are located less than one-half mile from the project site. The schools are separated from the project site by developed

residential and commercial properties. Development of the proposed project on the site would not include any activities that would result in hazardous emissions. It also does not include the handling of hazardous materials, substances, or waste in a manner that could result in toxic emissions. Therefore, this would be a non-issue and no mitigation would be required.

The project site is not located in proximity to the Cleveland National Forest nor is it considered an area that can be described as a wildland area. The project site is an infill site located within an urbanized area. Due to the urbanized nature of the surrounding area, the proposed development would not be considered at high risk for fire hazards. Furthermore, all development within the City of Corona is required to comply with all fire code requirements associated with adequate fire access, fire flows, and number of hydrants. Therefore, the project would have no impact and no mitigation is required.

The nearest airport to the project site is the Corona Municipal Airport, located approximately 2.0 miles northwest of the project site. Based on the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not within any identified safety or compatibility zone and therefore, does not conflict with the ALUCP and no mitigation is warranted.

Mitigation Measures

4. Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.

5. Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.

10. NOISE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed noise level standards	☐	☐	☐	☐
b. Exposure to excessive noise levels/vibrations	☐	☐	☐	☐
c. Permanent increase in ambient noise levels	☐	☐	☐	☐
d. Temporary increase in ambient noise levels	☐	☐	☐	☐
e. Conflict with Airport Land Use Plan noise contours	☐	☐	☐	☐

Discussion:

A noise analysis was prepared for the project by RK Engineering (August 16, 2018) to evaluate the potential noise and vibration impacts associated with development of the project. The following discusses the findings of the analysis.

Short-term Noise Impacts (Construction)
Short-term noise exposure would include noise during construction. This would come from using heavy machinery during grading and clearing of the site as well as during construction and paving of the project. The nearest sensitive receptors are existing residential properties located approximately 60 feet west of the project site. Noise associated with construction of the site is expected to reach up to 83 dBA measured at the residential properties. Located to the east of the project site is the Corona Public Library and an urgent care facility. The library and urgent care buildings are approximately 250 and 146 feet, respectively, from the project site. Noise associated with construction of the site is expected to reach up to 74.6 dBA measured at the urgent care and library building facades. Located to the south of the project site is the Corona Regional Medical Center (hospital). The hospital building is approximately 240 feet from the project site. Noise associated with construction of the site is expected to reach up to 72.1 dBA measured at the hospital building façade. Design features are recommended by the noise analysis which would reduce impacts to less than significant. These are shown as **Mitigation Measures 6-10**.

Construction Vibration
Construction of the project will not require the use of vibration inducing equipment such as pile divers or blasting. The main source of vibration impacts would be from jack hammering activity during demolition, bulldozer activity during site preparation and grading, and loading trucks during excavation. The worst-case vibratory impact from the site at the residential structures to the west is estimated to be 0.034 PPV (peak particle velocity inches/second). The annoyance potential of vibration from construction activities would be barely perceptible and no potential damage would be expected to the residential structures and commercial buildings in the nearby vicinity.

Long-term Noise Impacts

The main sources of potential noise impacts from the project would include on-site stationary noise impacts from the rooftop HVAC units, trash truck/loading activities and parking lot noise. Noise levels were measured at the nearest sensitive receptors which are the residential properties to the west of the project site and the urgent care and library to the east of the project site. Per the noise analysis, the noise level generated by the project would be within the allowable limits of the Corona Municipal Code noise standards for stationary noise. Table 10-A shows the project's noise levels at each sensitive receptor location.

Table 10-A
Stationary Noise Impact Analysis

Source	Noise Level (dBA)					
	Leq	Lmax	L_2 (1 min)	L_8 (5 min)	L_{25} (15 min	L_{50} (30 min)
Combined Project Noise Levels (Rooftop HVAC units, trash truck activities, and parking lot noise)	53.9	69.6	64.0	55.0	51.7	50.8
City of Corona Exterior Noise Standard for Daytime (7:00 AM to 10:00 PM)	55.0	75.0	70.0	65.0	60.0	55.0
Exceed Noise Level Standard?	**No**	**No**	**No**	**No**	**No**	**No**

Traffic Source Noise

Traffic noise along Sixth Street, Sheridan Street, and Belle Avenue will be the main source of noise impacting the project site. Traffic noise is analyzed to determine the project's noise/land use compatibility setting. Per the noise analysis, the estimated noise levels at the project site will range from approximately 76.4 dBA CNEL for areas near the north of the site facing Sixth Street to 59.8 dBA CNEL towards the southern portion of the site facing Sheridan Street. As such, traffic noise have the potential to exceed the city's Transportation Noise Source Standard of 65 CNEL for exterior areas on the project site. However, since the project does not have habitat exterior areas, only interior areas would need to meet the 65 CNEL standard. Design features (**Mitigation Measures 11-15)** are recommended by the noise analysis which reduce the interior noise levels within the buildings to meet the city's Transportation Noise Source Standard of 45 CNEL for interior areas. This would reduce impacts to less than significant.

Mitigation Measures

6. Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.

7. No impact pile driving activities shall be allowed on the project site.

8. During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.

9. Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.

10. Obtain a construction work permit from the City of Corona prior to starting construction.

11. All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.

12. Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.

13. Limit engine idling time for all trucks to 5 minutes or less.

14. A "windows closed" condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).

15. Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL.

11. PUBLIC SERVICES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection	☐	☐	☐	☐
b. Police protection	☐	☐	☐	☐
c. Schools	☐	☐	☐	☐
d. Parks & recreation facilities	☐	☐	☐	☐
e. Other public facilities or services	☐	☐	☐	☐

Discussion:

Development of the project site will potentially impact existing schools and city services, such as streets, police and fire services, parks and library services. Therefore, in order to upgrade and finance existing and proposed public facilities, the developer is required to pay the applicable adopted development impact fees that are in effect at the time of issuance of building permits, and construct necessary facilities, if any. This is enforced by city ordinance (CMC Chapter 16.23); therefore, no additional mitigation is warranted with respect to impacts on city and public services.

12. UTILITIES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed wastewater treatment requirements	☐	☐	☒	☐
b. Involve construction/expansion of water or wastewater treatment facilities	☐	☐	☒	☐
c. Involve construction/expansion of storm drains	☐	☐	☒	☐
d. Sufficient water supplies/compliance with Urban Water Management Plan.	☐	☐	☒	☐
e. Adequate wastewater treatment capacity	☐	☐	☒	☐
f. Adequate landfill capacity	☐	☐	☒	☐
g. Comply with solid waste regulations	☐	☐	☐	☒

Discussion:

As required for all projects by the City's Department of Water and Power (DWP), the project is required to construct or guarantee the construction of all necessary public water and sewer facilities needed to serve the project. All water and sewer facilities are required to be designed per the standards of the DWP and Riverside County Department of Health Services and will be reviewed by the DWP during the plan check process. This would reduce the impacts to less than a significant level and therefore, no further mitigation would be required.

The installation of impermeable surfaces, such as buildings and pavement, generally increases the velocity and volume of surface runoff. As runoff flows over lawns, gardens, sidewalks, and streets, it carries off pollutants such as automobile oil and antifreeze, pesticides, pet waste, and litter into the storm drain system. The storm drain system collects water from the streets and transports it directly or indirectly to local water supplies and nearby waterways where it is typically not filtered or treated. The project will be designed to include two onsite underground infiltration galleries covered by pervious pavement constructed within the parking lot to capture additional runoff created by the proposed project. The project is required to adhere to storm drainage requirements found within the NPDES permit process as well as provisions required by the Public Works Department. Since the proposed project would be required to adhere to NPDES permit requirements and City of Corona storm water provisions, impacts associated with this issue are considered to be less than significant and no mitigation would be required.

Waste Management (WM) is contracted by the City of Corona as the sole hauler of solid waste and provider of recycling services. WM provides refuse collection to residential, commercial, and industrial customers. Based on the solid waste generation identified in Table 12-A, the proposed commercial project would generate approximately 0.38 tons/day of solid waste. Solid waste from the project would be transported to the El Sobrante landfill located at 10910 Dawson Canyon in Corona. The El Sobrante landfill accepts a maximum 16,054 tons of waste per day and has a remaining capacity of 145,530,000 tons and an estimated closure date of 2045 (http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0217/Detail/).

TABLE 12-A
Project Solid Waste Projections

Proposed use	Square foot	Solid Waste Generation Factor	Project Solid Waste Generated (tons/year)
Commercial	58,900 s.f.	0.0024 tons/sf/year[1]	141.36
		TOTAL (tons/year)	**141.36**
		TOTAL (tons/day)	**0.38**

1. Source: Table 4.5-5 Generation of Solid Waste at General Plan buildout within the City, City of Corona General Plan Final Environmental Impact Report, March 2004

Development of the proposed project would not significantly impact current operation of or the expected lifetime of the El Sobrante Landfill because solid waste generated by the proposed project represents substantially less than one percent of the landfill's maximum allowable daily capacity. Additionally, solid waste service fees would be charged to individual property owners when services is initiated to offset operation costs associated with solid waste collection and disposal. Therefore, the project is anticipated to create a less than significant impact to landfill capacity and no mitigation would be required.

13 AESTHETICS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Scenic vista or highway	☐	☐	☐	☒
b. Degrade visual character of site & surroundings	☐	☐	☒	☐
c. Light or glare	☐	☐	☒	☐
d. Scenic resources (forest land, historic buildings within state scenic highway	☐	☐	☐	☒

Discussion:

Per the General Plan, Sixth Street, Sheridan Avenue, and Belle Avenue are not designated as scenic highways in the city. The project site, however, is located within one-half mile to Grand Boulevard and Main Street which are designated as scenic highways. The project site is located in the downtown area which has been shaped by different eras and maintains various architectural styles. The project is subject to the development standards and architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which would ensure that the project is well designed and that the buildings are compatible with other existing buildings in the project area. The specific plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. In addition, the specific plan requires new buildings to incorporate historical architectural elements to retain/restore historic or memorable features to the downtown fabric. It should be noted that replicating the architecture of the existing historic building is not required.

The project proposes two medical office buildings which are two stories each and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look which is the quintessential look of the Commercial Block style. In addition to the architectural guidelines, the project is also required to comply with all other applicable development standards such as building setbacks, landscaping, signage, and building height to ensure that the project is well designed and compatible with the existing nearby commercial and office developments and not degrade the visual character of the site and surroundings. Therefore, impacts related to this issue are expected to be less than significant and no mitigation is required.

The project site does not immediately abut existing residential uses. The nearest residential properties are located across Sheridan Street to the west. The project is designed with one building (Building A) located on the northwest corner of the site and the other building (Building B) located on the southeast corner of the site. The buildings would not be located directly in front of the six residential structures on Sheridan Street. Only one residence would be facing the rear portion of the northerly building. The other five residences would be facing the project's parking lot which would not be as visually impactful. Also, Sheridan Street currently provides a separation and buffer between the project site and residential properties.

Development of the proposed project would necessitate the installation of outdoor lighting necessary for the maintenance of public safety and security. The project site is located in a heavily developed area with existing ambient lighting, thus, implementation of the proposed project would not result in a significant change in the existing ambient lighting. Furthermore, the Corona Municipal Code requires exterior lighting to be directed downward with minimal spillover onto adjacent properties. The project is required to submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting to be designed to direct light downward with minimal spillover onto adjacent residences and sensitive land uses. The nearest residential uses are located on the west side of Sheridan Street across from the project site. Submittal of a photometric analysis would ensure that lighting from the project would not spillover onto the residential properties. Compliance with Mitigation Measure 16 would ensure that impacts associated with light and glare effects resulting from the project would be less than significant.

Mitigation Measures

16. Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.

14. CULTURAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Historical resource	☐	☐	☒	☐
b. Archaeological resource	☐	☐	☒	☐
c. Paleontological resource or unique geologic feature	☐	☐	☒	☐
e. Disturb human remains	☐	☐	☒	☐

Discussion:

Per the cultural resource survey prepared for the project by ECORP Consulting, Inc., seven historic-period resources consisting of residential structures were once located within the project area. All seven buildings were removed between 1980 and 2009. A historic district, Grand Boulevard, is located within one-half mile from the project area. A field survey was conducted which identified five new historic-period features that are part of the city's infrastructure (street, sidewalk, driveways, utility poles, trees) that served the seven buildings that are no longer present. The five newly identified features are not within the city's Grand Boulevard historic district or associated with a historic landmark on the city's register of historic resources; therefore, the five features have no historic or architectural significance. ECORP also conducted a search of the Sacred Lands File through the Native American Heritage Commission (NAHC) which indicated no presence of any Native American cultural resources within one mile of the project area.

The project is subject to SB 18 and AB 52 tribal consultation. As part of the SB 18 process, the Community Development Department obtained a list of local Native American tribes from the Native American Heritage Commission, dated December 3, 2018, to contact. Written notification, dated December 4, 2018, were sent to 12 tribes inviting them to participate in tribal consultation. The Department also contacted six tribes through the city's Letter of Transmittal, dated March 25, 2019, pursuant to AB 52. The Department received written request for consultation from Pechanga, Gabrieleno, and Rincon within the response 90-day and 30-day response time frame allowed under SB 18 and AB 52, respectively. Consultation was held separately with the Rincon, Pechanga, and Gabrieleno, tribes on May 2, May 6, and May 30, 2019, respectively. The Rincon and Gabrieleno tribes requested tribal monitoring in which mitigation measures were agreed upon between the City and tribes to reduce potential impacts to cultural resources to a less than significant level (**Mitigation Measures 7-12).** Consultation with the Pechanga tribe did not result in an agreement on mitigation measures as Pechanga became nonresponsive to staff's emails over the course of the consultation period. As such, staff decided to conclude consultation with the Pechanga tribe as of August 12, 2019 as staff felt that a good faith effort has been made in consulting with the Pechanga tribe. However, given that two tribes have requested tribal monitoring, staff is assuming that Pechanga will also request tribal monitoring, unless

otherwise determined by Pechanga that the mitigation measures are no longer needed.

Mitigation Measures

17. **Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.
18. **Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

    a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

        i. Project grading and development scheduling;

        ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists;

        iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

19. **Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:

    a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and

    b. **Treatment and Final Disposition***:* The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same:

        i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;

        ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;

        iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and.

        iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the

project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.

20. **Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

21. **Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out:

    a. The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques.
    b. All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.

22. **Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

    The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

    According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

15. AGRICULTURE RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Williamson Act contract	☐	☐	☐	☒
b. Conversion of farmland to nonagricultural use	☐	☐	☐	☒

Discussion:

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Act is to encourage property owners to continue to farm their land, and to prevent the premature conversion of farmland to urban uses. The project site is

not located within a Williamson Act contract area. Therefore, no impact to Williamson Act lands will result from the proposed development and no mitigation is required.

The project site is not a designated farmland per the farmland maps compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP). For this reason, development of the project site would not result in the conversion of farmland to nonagricultural uses; therefore, there would be no impacts and no mitigation would be required.

16. GREENHOUSE GAS:		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Generate greenhouse gases	☐	☐	☒	☐
b.	Conflict with a plan, policy or regulation	☐	☐	☒	☐

Discussion:

The City of Corona adopted the City of Corona Climate Action Plan (CAP) in 2012 which utilizes the *Greenhouse Gas Emissions CEQA Thresholds and Screening Tables* to determine whether or not a project would have a significant impact on greenhouse gas emissions. The screening tables are to provide guidance in measuring GHG reductions attributable to certain design and construction measures incorporated into development projects. Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the City's CAP and would thus be considered less than significant. Utilizing the screening tables would also allow the City to meet its GHG emissions target for year 2020.

Per the CAP, small projects that are expected to emit GHG emissions that are less than 3,000 $MtCO_2e$ (metric tons of CO_2e equivalent) are not required to utilize the screening tables as they would be expected to have a less than significant individual and cumulative impact for GHG emissions. To demonstrate that the applicant's project is a "small project" a greenhouse gas analysis was prepared for the project by RK Engineering Group (February 28, 2019). The annual greenhouse gas emissions associated with the construction of the project is estimated to be approximately 494.64 $MTCO_2e$ which include on-site and off-site emissions. SCAQMD recommends amortizing the emissions over a period of 30 years (the anticipated lifetime of commercial projects). The project's amortized emissions is approximately 16.49 $MTCO_2e$ per year. For operational emissions, the project is expected to generate 2,065.99 $MTCO_2e$ per year. The project's construction and operational emissions would not exceed the threshold of 3,000 $MTCO_2e$ per year for small land use projects and thus, the project was not required to use the screening tables which demonstrates the project's compliance with the CAP. Therefore, the project would result in a less than significant impact and no mitigation is warranted.

17. TRIBAL CULTURAL RESOURCES		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b.	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	☐	☒	☐	☐

Discussion:

The project site is not listed on the California Register of Historical Resources or on the City's register of historic resources.

See 14 above for a detailed discussion and mitigation measures that apply to Tribal Cultural Resources.

18. MANDATORY FINDING OF SIGNIFICANCE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fish/ wildlife population or habitat or important historical sites	☐	☐	☒	☐
b. Cumulatively considerable impacts	☐	☐	☒	☐
c. Substantial adverse effects on humans	☐	☐	☒	☐
d. Short-term vs. long-term goals	☐	☐	☒	☐

Discussion:

Based on the Initial study, the project has the potential to result in significant impacts to the following environmental topic:

- Biological Resources
- Hazards and Hazardous Materials
- Air Quality
- Noise
- Aesthetics
- Cultural Resources

However, appropriate mitigation measures have been developed. Mitigation Measures 1-22 successfully mitigate all identified potential impacts to less than significant levels. Therefore, project impacts to fish/wildlife population or habitat, important historical sites, cumulatively considerable impacts, substantial adverse effects on humans, or short-term vs. long-term goals are considered less than significant.

19. WILDFIRE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan	☐	☐	☒	☐
b. Due to slope, prevailing wind, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from wildfire or the uncontrolled spread of a wildfire	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water resources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes	☐	☐	☒	☐

Discussion

According to the California Department of Forest and Fire Protection (Cal Fire), the proposed project is not within a state responsibility area (SRA) or land classified as Very-High Fire Hazard Severity zone. Furthermore, the project site is not adjacent to any wildlands or undeveloped hillsides where wildland fires might be expected as the project site is located in the city's downtown area on Sixth Street between Sheridan Street and Belle Avenue. Access for emergency vehicles would be provided via Sixth Street, Sheridan Street, or Belle Avenue. Therefore, implementation of the proposed Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. Impacts are considered to be less than significant, and no mitigation is required.

The proposed project site is on a relatively flat area. The proposed medical office project will not contribute to the spreading of wildfire since the project's design is in compliance with the current CBC which includes fire construction standards. Therefore, since the project will not exacerbate wildfire risks, then impacts to exposing people to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfires are considered to be less than significant, and no mitigation is required.

The proposed project would not require the installation or maintenance of roads, fuel breaks, emergency water sources, or power lines. Also, the project site is not located within a Very-High Fire Hazard Severity Zone. As such, impacts are considered to be less than significant, and no mitigation is required.

The project site is relatively flat and not located adjacent to a hillside area. Thus, implementation of the proposed project would not pose a risk to a downslope or downstream flooding or landslides, and the project did not change existing drainage patterns. Therefore, impacts to exposing people or structures to significant risks as a result of runoff, post-fire slope instability, or drainage changes are considered to be less than significant and no mitigation is required.

20. ENERGY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency	☐	☐	☒	☐

Discussion

An energy use assessment was prepared for the project by LSA Associates (May 16, 2019) to determine the potential energy related impacts associated with the development and operation of the project. Energy use during construction and operation of the project were analyzed. The following discusses each phase of the development.

Construction Period Energy Use

The project would increase the demand for electricity, natural gas, and gasoline. The project's construction schedule anticipates 12 months of construction that would require demolition, paving, and architectural coating. Energy would be needed for the manufacture and transportation of building materials, preparation of the site for demolition and grading activities, and building construction. Petroleum fuels (e.g. diesel and gas) would be the primary sources of energy for these activities. The project's air quality and greenhouse gas study (RK Engineering Group, February 2019) included recommended design features that would be included in the conditions of approval for the project and integrated into the design. Incorporation of the design features would increase energy efficiency on the site during project construction. The design features include the following:

- All construction vehicles shall be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer.
- Utilize low emission "clean diesel" equipment with new or modified engines that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
- Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the state's available energy sources. Therefore, construction energy impacts would be less than significant, and no mitigation would be required.

Operational Energy Use

The project's operational energy use would result from using electricity, natural gas, and gasoline. Table 20-A shows the estimated potential increased electricity, natural gas, and gasoline demand associated with the proposed project. The estimated potential increased electricity demand associated with the proposed project is 600,068 kilowatt-hours (kWh) per year. In 2017, California consumed approximately 288,614 gigawatt-hours (GWh) or 288,614,000,000 kWh. Of this total, Riverside County consumed 15,906 GWh or 15,906,310,734 kWh. Therefore, electricity demand associated with the proposed project would be less than 0.01 percent of Riverside County's total electricity demand.

As it pertains to natural gas, which would be used for heating, the estimated potential increased natural gas demand associate 775 with the proposed project is 2,044 terms per year. In 2017, California consumed approximately 12,571 million therms or 12,571,000,000 therms, while Riverside County consumed approximately 393 million therms of approximately 393,428,777

therms. Therefore, natural gas demand associated with the proposed project would be less than 0.01 percent of Riverside County's total natural gas demand.

As it pertains to gasoline, the project would result in energy usage associated with gasoline to fuel project-related vehicular trips. As shown in Table 20-A, it is expected that vehicle trips associated with the project would consume approximately 182,530 gallons of gasoline per year. In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline. Therefore, gasoline demand generated by vehicle trips associated with the proposed project would be a minimal fraction of gasoline and diesel fuel consumption in California. The air quality and greenhouse analysis recommended the following measures which would help to reduce transportation-related energy use:

- Limit energy idling time to 5 minutes or less.
- Encourage trucks accessing the site to be equipped with the latest cleaner-burning diesel fuel technology.
- Encourage trucks that visit the site to be retrofit engines with particle-trapping filters.
- Encourage the use if alternative fuels, such as natural gas, propane and electricity instead of diesel whenever possible.

In addition, new automobiles purchased by visitors driving to and from the project site would be subject to fuel economy and efficiency standards applied throughout the state. As such, fuel efficiency of vehicles associated with the project site would increase throughout the life of the project. Therefore, implementation of the proposed project would not result in a substantial increase in transportation related energy use. Furthermore, the project is required to comply with the state's CALGreen building codes and Title 24 Part 6 Building Efficiency Standards, which would further help to reduce energy and natural gas consumption. Therefore, the project would not result in wasteful, inefficient, or unnecessary consumption of fuel or energy and would incorporate renewable energy or energy efficiency measures into building design, equipment use, and transportation. Impacts would be less than significant, and no mitigation measures would be necessary.

Table 20-A
Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline (gallons per year)
Medical-Dental Office Buildings	560,728	2,044	1882,530
Parking Lot	39,340	0	0
Total	**600,068**	**2,044**	**182,530**

Consistency with State or Local Plan for Renewalable Energy or Energy Efficiency
As indicated, energy usage on the project site during construction would be temporary in nature. In addition, energy usage associated with the operation of the buildings would be relatively small compared to the state's available energy sources and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the project would conflict with California's energy conservation plans as described in the California Energy Commission's 2017 Integrated Energy Policy Report. In addition, the project would be required to comply with CALGreen and Title 24 standards, the Corona Municipal Code, and the city's Climate Action Plan. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and no mitigation would be required.

21. PREVIOUS ENVIRONMENTAL ANALYSIS:

Earlier analysis may be used when one or more of the environmental effects have been adequately analyzed in an earlier EIR or Negative Declaration (Section 15063).

DOCUMENTS INCORPORATED BY REFERENCE:

1. City of Corona General Plan, March 17, 2004
2. Phase I ESA, prepared by RK Engineering, January 11, 2019
3. Phase II ESA, prepared by RK Engineering, March 6, 2019
4. Supplemental Phase II ESA, prepared by RK Engineering, May 24, 2019
5. Preliminary WQMP, prepared by Fuscoe Engineering, September 17, 2018
6. Traffic Impact Study, prepared by RK Engineering, December 20, 2018
7. Biological Technical Report and MSHCP Consistency Analysis, prepared by ECORP Consulting, Inc., December 18, 2018
8. Energy Use Assessment, prepared by LSA Associates, May 16, 2019
9. Cultural Resources Inventory, prepared by ECORP Consulting, Inc., December 2018
10. Hydrology Report, prepared by Fuscoe Engineering, July 2019
11. Preliminary Geotechnical Report, prepared by GMU Geotechnical, Inc., October 5, 2018
12. Noise Impact Study, prepared by RK Engineering, August 16, 2018
13. Air Quality and Greenhouse Gas Impact Study, prepared by RK Engineering, February 28, 2019

FIGURES:

- **Figure 1 – Aerial Map**
- **Figure 2 – General Plan Map**
- **Figure 3 – Zoning Map**

MITIGATION MONITORING AND REPORTING PROGRAM
CITY OF CORONA

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person
	Air Quality				
1	Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works
2	In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks: a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology. b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors. c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works

	Biological Resources				
3	If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
	Hazards and Hazardous Materials				
4	Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
5	Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
	Noise				
6	Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
6	No impact pile driving activities shall be allowed on the project site.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
8	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
9	Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.	Condition of Approval	Submittal of grading plans and field inspection.	Prior to issuance of a grading permit and during grading and construction.	Public Works

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10	Obtain a construction work permit from the City of Corona prior to starting construction.	Condition of Approval	Submittal of building and grading plans.	Prior to issuance of a building and grading permit.	Building and Public Works
11	All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.		Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
12	Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
13	Limit engine idling time for all trucks to 5 minutes or less.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
14	A “windows closed” condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
15	Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
	Aesthetics				
16	Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project’s compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.	Condition of Approval	Submittal of a photometric analysis.	Prior to issuance of a building permit.	Building and Planning

	Cultural Resources				
17	**Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
18	**Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include: i. Project grading and development scheduling; ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists; iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.				
19	**Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries: a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and b. **Treatment and Final Disposition*:*** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same: i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed; ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and. iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.				
20	**Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
21	**Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out: ***a.*** The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques. ***b.*** All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.				
22	**Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts. The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

	disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).				

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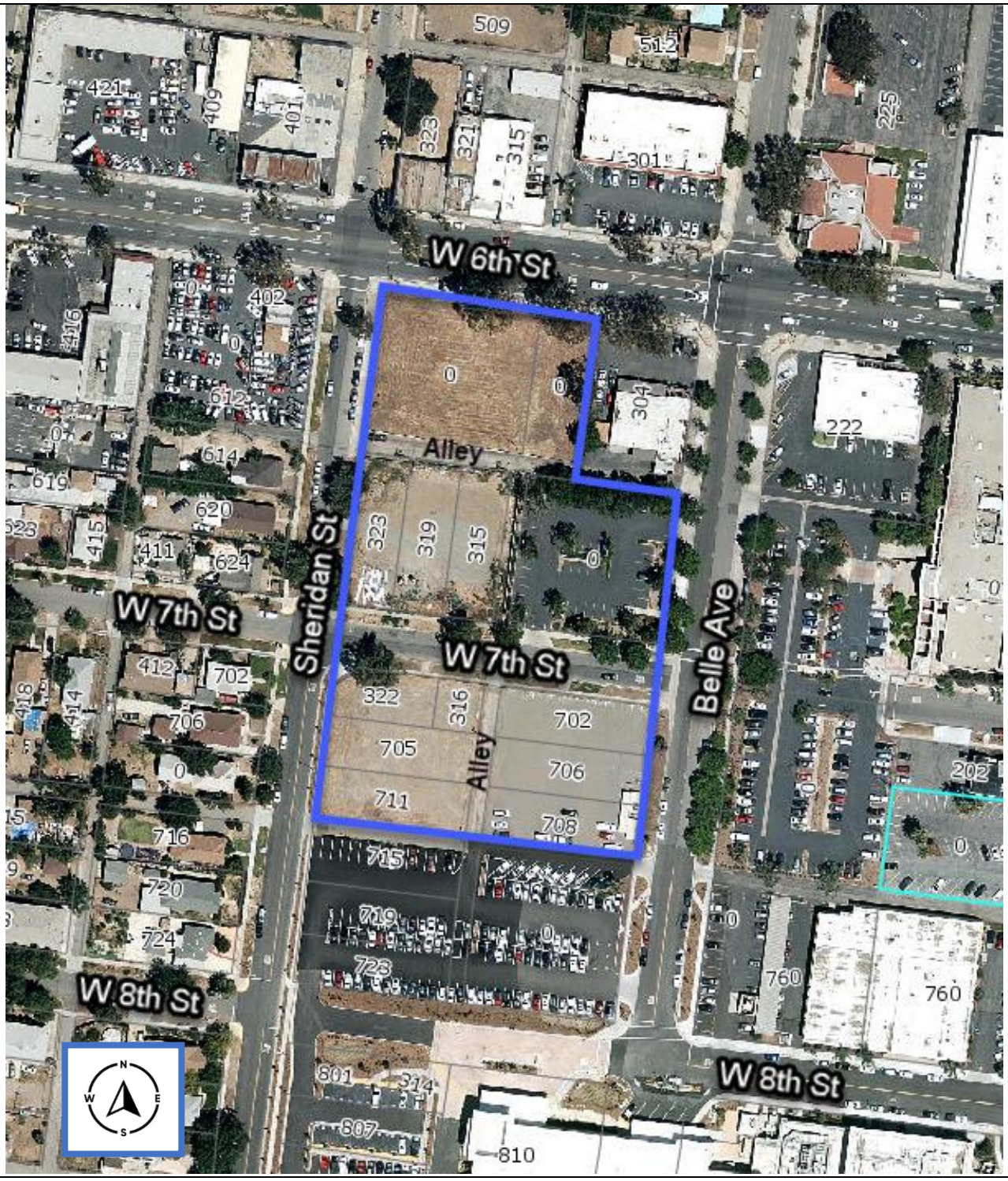


Figure 1 – Aerial Map

Legend

Project Site

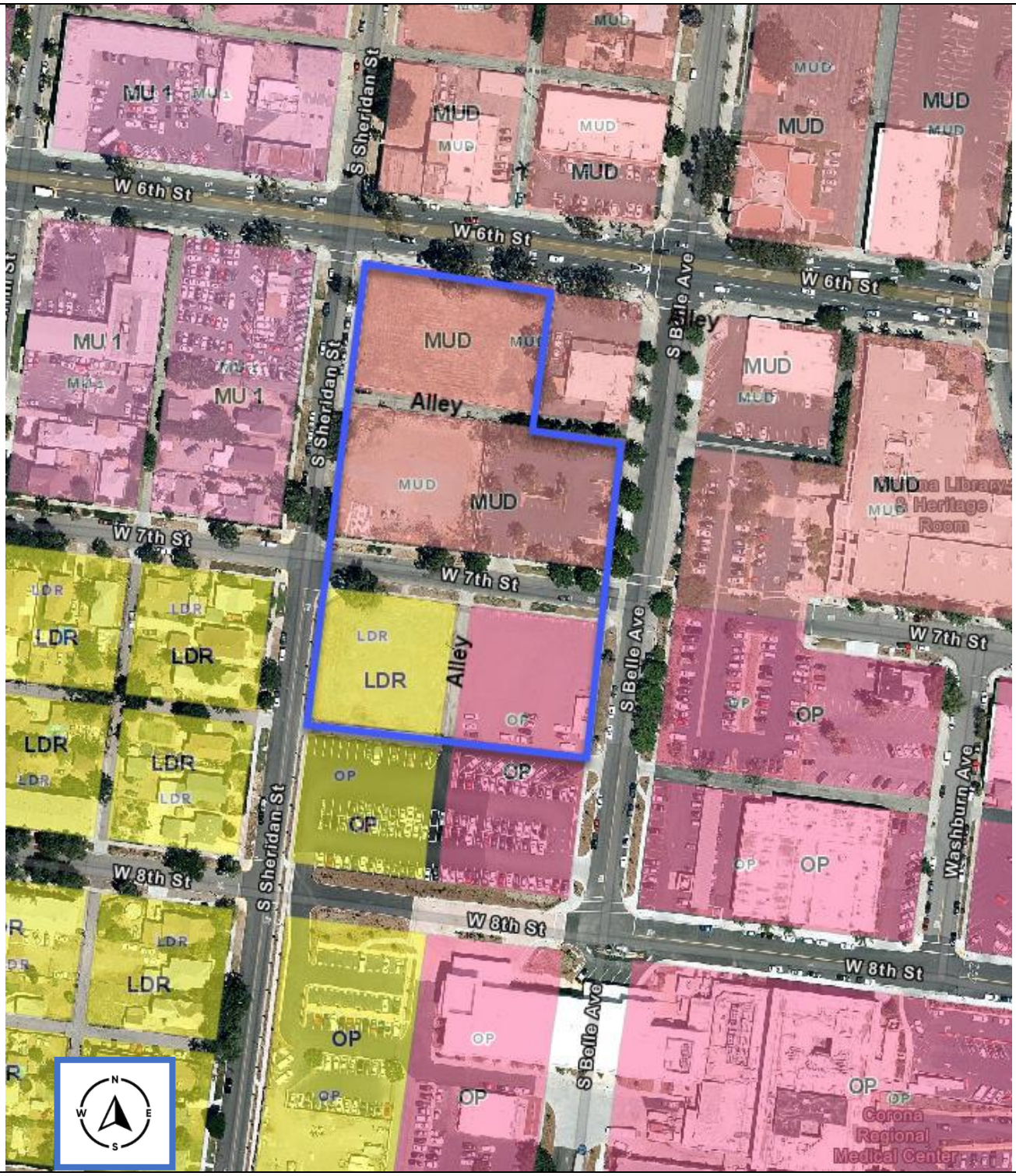


Figure 2 – Existing General Plan Map

General Plan Land Use Legend:

MU – Mixed Use: Downtown
MU 1 – Mixed Use: Commercial and Residential
LDR – Low Density Residential, 3-6 du/ac
OP – Office/Professional

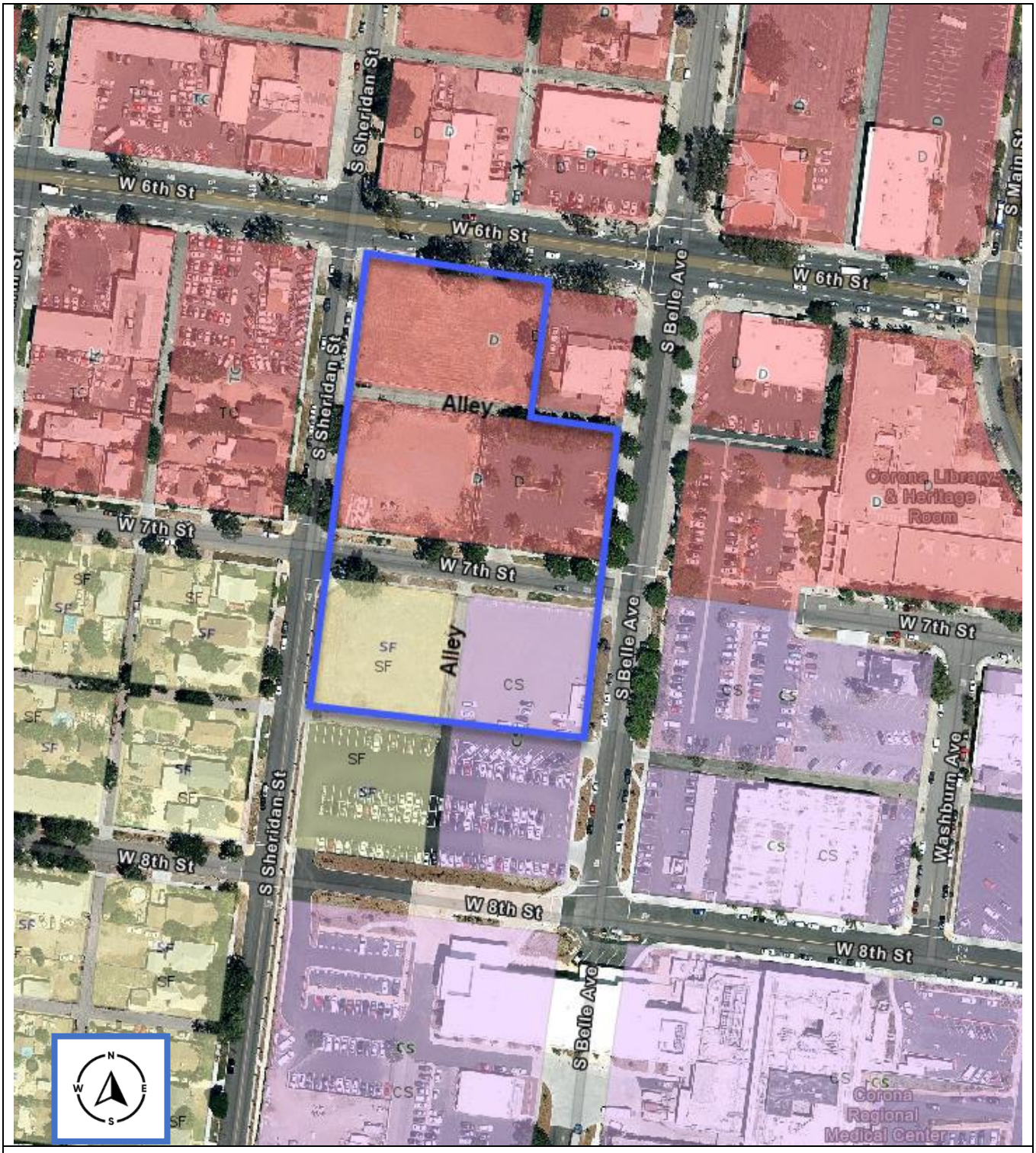


Figure 3 – Existing Zoning Map

Zoning Legend:
CS – Community Services District
D – Downtown District
SF – Single Family District
TC – Transitional Commercial District

Planning Commission
Community Development Department
400 South Vicentia Ave.
Corona, CA 92882
08/15/2019

RECEIVED
AUG 16 2019
Community Development Dept

Dear Planning Commission:

My name is John Vazirian and I own the property to the west side of the proposed medical building. Specifically, my properties are 402 West Sixth Street and 614, 620, and 624 Sheridan Street. The entire property is TC Commercial Zone.

I am very delighted to the see the medical building being developed and I believe this development will add great value to the City of Corona.

However, I am deeply concerned with the proposed location and size of the medical office building (See Site Plan A). The medical office has been designed without consideration of its negative impact on our properties. Specifically, the building dimensions being 40 feet high and 165 feet lengthwise, in conjunction with its location on the property, will only isolate our property by obstructing it from view on Sixth Street. Our property has already been obstructed from view from the west side by the adjacent car wash.

In order to open space at the corner of Sheridan and Sixth Street, I am providing you with three other alternative site plans: B, C, and D.

These site plans may not meet all the requirements, but I believe this issue can be properly address if there is a design by an unbiased architect.

Should the design and layout plan remain as is, the proposed medical office will undoubtedly diminish the value of our property by blocking, isolating and discouraging the placement of any future commercial buildings on my properties. This would result in a total loss to the property financially.

I am hopeful that the planning commission will select a layout that would be more beneficial to all surrounding properties.

Thank you for your time and consideration,

John Vazirian

Enclosures: (5)

EXHIBIT J

[redacted]

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

LOADING

PLAZA

SITE PLAN A

OUR PROPERTY LINE
TC COMMERCIAL
7th St
Main St
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
LOADING
PLAZA
AVAILABLE
25,000 SF

SITE PLAN B

[redacted]

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

LOADING

PLAZA

SITE PLAN C

OUR PROPERTY LINE
TC COMMERCIAL
7th St
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
PLAZA

SITE PLAN D

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Monday, August 26, 2019

6:00 PM

Council Chambers

Planning and Housing Commission

Karen Alexander, Chair
Timothy Jones, Vice Chair
David Hooks, Commissioner
Craig Siqueland, Commissioner
Viren Shah, Commissioner

EXHIBIT 4

ROLLCALL

Present 5 - Commissioner Viren Shah, Vice Chair Tim Jones, Chair Karen Alexander, Commissioner Craig Siqueland, and Commissioner David Hooks

1. CALL TO ORDER

Chair Alexander called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Commissioner Hooks led the Pledge of Allegiance.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

None.

4. CONSENT ITEMS

None.

5. PUBLIC HEARINGS

19-0752 CUP2018-0014 (CONTINUED): Conditional Use Permit application to establish and operate a 4,375 square foot public charter school within an existing commercial building located at 700 North Main Street in the CR (Commercial Retail) District of the North Main Street Specific Plan (SP99-01) (Applicant: Bill Calleja of Pivot Charter School, 700 North Main Street, Corona, CA 92880).

Attachments: Staff Report

A motion was made by Commissioner Shah, seconded by Commissioner Siqueland, that the Planning and Housing Commission CONTINUE item CUP2018-0014 to the Planning and Housing Commission meeting of September 9, 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0754 HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

Attachments: Staff Report
Locational and Zoning Map
Exhibit A - Statement of architectural and historical significance
Exhibits B1-B14 - Photographs of Property
Exhibit C - CHPS letter dated August 4, 2019
Exhibit D - Environmental Documentation
Exhibit E - Aerial map of property
HRLM2019-0002 PP Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for HRLM2019-0002. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the item before the public hearing is opened.

TOM RICHINS, SPOKE ON BEHALF OF APPLICANT ROBERT MONTANEZ, gave a brief description on the history of the home and provided clarification regarding the add-on to the home and the year the home was built. He also stated that if the home is approved for a Mills Act contract, the applicant would be allowed to take the savings and apply it towards the preservation and maintenace of the home.

ANGELA MONTANEZ, APPLICANT, commented that trees in the front yard will be pruned.

Chair Alexander opened the public hearing.

RICHARD WINN, REPRESENTING CORONA HISTORIC PRESERVATION SOCIETY (CHPS), spoke about CHPS's concerns for this home being listed as a local landmark. He indicated the current condition of the home and property does not compare to other historic homes that have been given local landmark status and that the owner should do more work on the property to better the appearance before it is listed as a local landmark. He also showed an example of another home in the city that is same style as the applicant's home, but demonstrates a better appearance from the street.

Chair Alexander closed the public hearing.

Commissioner Hooks expressed his agreement on the recommendation for the tress to be pruned.

Vice Chair Jones asked if the attic ventilation located on the roof can be removed or relocated to keep the historic value of the home.

Angela Montanez responded yes.

Mr. Richins expressed his acknowledgement of the Mills Act and agreed that the attic ventilation should be removed to keep the historic value of the home; and that it can be easily done with the cost savings the owner will have through the Mills Act.

Vice Chair Jones asked that the removal of the attic ventilation be added to the conditions of approval.

Commissioner Siqueland commented he believes the home is a good example of a historic home in Corona. He also recommends that a landscape maintenance agreement be established for this property to include tree trimming.

JOANNE COLETTA, DIRECTOR OF COMMUNITY DEVELOPMENT, stated an improvement plan can be added to the Mills Act contract. Ms. Coletta explained the terms of the Mills Act contract to the Commissioners.

Chair Alexander expressed she likes the historic preservation in the city and thanked the CHPS and the applicant for all their work. She also commented on the letter she received from Mr. Winn. She agrees this home meets the requirements stated in the Corona Municipal Code (CMC) for placement as a historic landmark, which was also stated in the letter received from CHPS.

Commissioner Shah asked if there will be a plaque in front of the home identifying it as a historic landmark.

Mr. Richins responded he only knows of one home that current displays a plaque. He mentioned people can look up historic homes on the website.

Chair Alexander thanked the Riverside Cultural Heritage Commissioner and the Redlands Historic Society and spoke about the CHPS considering a similar tier program to the Riverside and Redlands Historic Society. She also thanked the previous three presidents of the CHPS and the Richins family.

A motion was made by Commissioner Siqueland, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council, based on the satisfaction of the listed criteria

contained in the staff report and the added conditions of approval that a maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract, the trees in the front yard shall be pruned prior to approval of the Mills Act contract and the roof turbine shall be relocated to make it less visible from the street.The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0737 PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

Attachments: Staff Report

Resolution No. 2540

Locational and Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C- Floor Plan

Exhibit D - Colored Elevations

Exhibit E - Wall Elevations

Exhibit F - Colored Landscape Plan

Exhibits G1-G3 - Proposed Signage

Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans

Exhibit I - Environmental Documentation

Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue

Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

PP2018-0005 Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for PP2018-005. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the application before the public hearing is opened.

MIKE CALAHAN, REPRESENTING LA FITNESS ON BEHALF OF APPLICANT, GREG GILL, thanked the Commissioners and Ms. Garcia for all their hard word they put into this project. Mr. Calahan expressed all the

conditions of approval are acceptable except for condition #5 under the Building Divison. He believes since the pool is located inside a building, in a separate room, a fence should not be required. He asked for that condition to be removed.

Commissioner Siqueland expressed his approval for this project. He asked if there will be an impact to the residents located behind the property with regards to the retaining wall being built.

Mr. Calahan replied there will be no impact to the residents and the wall will be within the LA Fitness parcel.

Commissioner Siqueland asked for additional clarification and wanted to know if the wall will be built behind the existing fence.

Mr. Calahan replied yes, but the residents will have ability remove their existing wood fence along their rear property line and use the new block wall.

Commissioner Siqueland asked if the vacant lot (Pad B) will be irrigated and maintained until it is fully developed.

Mr. Calahan responded yes.

Commissioner Siqueland asked if the operating hours are a part of the application and can they be changed at any given time.

Mr. Calahan responded yes the operating hours can be changed without the city's approval.

Vice Chair Jones asked if the main entrance is the only access entry into the building for members.

Mr. Calahan responded all members will have to come through the main entrance to enter the building because of the check-in procedures for members.

Vice Chair Jones asked if there will be any security measures installed on the building.

Mr. Calahan responded they did not propose security cameras on the outside of the building as it is not required by city ordinance, but have done exterior cameras in other cities.

Vice Chair Jones expressed his security concerns for the patrons who park

towards the rear of the building.

Mr. Calahan responded they will consider installing security cameras to monitor the parking lot.

Vice Chair Jones asked if there are other measures that could be taken to make sure the site is more secure around the perimeter of the building.

Mr. Calahan gave an explanation as to why the site plan was designed as it is and explained all measures were considered in the planning process.

Vice Chair Jones agreed with Mr. Calahan and expressed his concern for the safety of patrons to the rear of the building going to their cars.

Mr. Calahan responded the applicant will consider installing security cameras to monitor the rear parking lot.

Commissioner Hooks expressed his concerns over the safety of the patrons and asked if the lighting at the rear of the building will be attached to the building or free standing.

Mr. Calahan responded the lighting will be free standing and additional lighting will be outside the rear exit doors. He explained the design of the lighting and that it will not have an impact to the residents.

Chair Alexander expressed her concerns regarding trespassing to the rear of the building due to the type of shrubs that may conceal trespassers. She suggested a different type of ground cover be considered instead of shrubs along the rear planter. She also suggested a motion sensor be installed to the rear of the building.

Mr. Calahan responded it will be considered.

Chair Alexander expressed her concerns for loitering at the future Pad B location. She suggested a fence be placed around the site to prevent loitering.

Mr. Calahan responded a fence will be considered.

Vice Chair Jones asked what the time frame would be for the block wall to be built between the site and the residents.

Mr. Calahan responded it will take approximately six weeks for the wall to be built and a temporary fence will be placed during construction so residents privacy will not be impacted.

Commissioner Siqueland asked city staff about the condition regarding the fence being placed around the pool.

Ms. Coletta responded it is a standard condition of approval, but this condition does not apply to this project and will be removed from the conditions of approval.

Chair Alexander opened the public hearing.

JOE MORGAN, RESIDENT, expressed his approval for this project and thanked the applicant and city staff.

Chair Alexander closed the public hearing.

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and adopt Resolution No. 2540 GRANTING PP2018-0005, based on the findings contained in the staff report and conditions of approval with the removal of condition 5 (building division) and the added conditions: to install security cameras in the parking lot with signage indicating the property is under surveillance and the security tapes be kept for 30 days for retention purposes, install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property and the parking lot light poles located along the north perimeter of the project site be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjuction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0747 GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2538

Locational & Zoning Map

Exhibit A - Proposed General Plan Amendment

Exhibit B - Aerial Map

Exhibit C - Existing General Plan Designation

Exhibit D - Site Plan

Exhibit E - Environmental Documentation

Exhibit F - Public Correspondence

GPA2019-0001, SPA2019-0001, PM 37565, PP2019-0003 PP Presentation

At the request of Chair Alexander, Sandra Yang, Senior Planner, presented the staff reports for GPA2019-0001, SPA2019-0001, PP2019-0001 and PM 37565. At the conclusion of her presentation, Ms. Yang offered to answer any questions of the Commission.

Vice Chair Jones asked if the parking on Belle Avenue is required parking for the proposed site.

Ms. Yang responded the site is over parked and the street parking would be excess parking.

Commissioner Siqueland asked how much of the building will City of Hope occupy and what services will be offered.

RICHARD BOURESTON, REPRESENTING BOURESTON DEVELOPMENT, responded City of Hope will be occupying all of Building A and they provide a broad range of services.

RICHARD GANN, REPRESENTING CITY OF HOPE, explained they are a cancer research hospital and he explained the services that will be provided.

Chair Alexander asked how this new facility will impact the existing facility located in Corona.

Mr. Gann responded they will be relocating from the current location to this new location.

Chair Alexander opened the public hearing.

Ms. Yang provided clarification on the street parking on Belle Avenue. She stated 24 parking spaces on Belle Avenue are part of the required parking

for the site.

Vice Chair Jones asked for clarification, are 24 parking spaces required to meet the building parking requirements and will the other remaining spaces be for excess parking. He asked how many parking spaces will be constructed on Belle Avenue.

Ms. Yang responded 24 parking spaces are required and a total of 54 parking spaces are planned on Belle Ave.

Commissioner Shah asked how many parking spaces are on Belle Avenue.

Ms. Yang responded the plan proposes 54 parking spaces on Belle Avenue.

Chair Alexander opened the public hearing.

ELIZABETH MCCREARY, CITY OF CORONA PARKS AND RECREATION COMMISSIONER, expressed her concerns regarding the parking because this project would remove the overflow parking lot currently used by the library.

Ms. Yang responded the existing parking lot contains 41 parking stalls and the parking will be replaced with 54 parking spaces planned on Belle Avenue. The applicant and city will have a shared parking agreement that will allow library patrons to use the on-street parking during the medical offices off-peak business hours.

Chair Alexander asked what the office hours will be for the City of Hope.

Mr. Gann responded the operating hours for City of Hope are normally 8:00 a.m. to 5:00 p.m. and at times patients getting infusion treatments may go later into the afternoon with radiology and oncology patients mostly seen in the morning hours.

Chair Alexander asked with the doubling of the square footage, if services could expand beyond 5:00 p.m.

Mr. Gann responded it is difficult to predict but their cliente is reduced toward the end of the day.

Ms. Coletta asked if the clientele would be different in the evening hours.

Mr. Gann responded it would depend on the type of treatments that are

being done, such as infusion care.

KEVIN CHENG, REPRESENTING CITY OF HOPE, responded the current hours of operation are 8:00 a.m. to 5:00 p.m. He also explained which procedures are typically done in the morning versus the afternoon.

DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER, stated that he is working with city management and the Library department on ways to improve the library parking lot and their availability for parking. He stated they are evaluating ways to reconfigure the library parking lot.

DOTTIE LARADEN, RESIDENT / RETIRED LIBRARIAN, spoke about her concern with the parking on Belle Avenue and it being a route for ambulances.

Mr. Ralls responded ambulances will still route through Belle Avenue. He explained that the proposed street parking is designed to allow cars to pass on the street with the parking.

Chair Alexander closed the public hearing.

Commissioner Shah asked if there is a plan to have a mutual access to the parking lot between the two proposed buildings and the hospital parking lot.

Ms. Yang responded no.

TOM KOPER, PUBLIC WORKS ASSISTANT DIRECTOR, explained the sewer line in the alley between the two buildings and mentioned the diagonal parking on the hospital parking lot will remain.

Commissioner Shah asked if Building B will have interface with City of Hope.

Mr. Koper responded Building B will not be affiliated with the City of Hope.

Vice Chair Jones asked if Building B will have similar operating hours as the City of Hope.

Mr. Boureston responded various tenants will occupy Building B which can include a surgery center and urgent care, and this building will have no direct affiliation with the City of Hope.

Vice Chair Jones commented he supports this project.

A motion was made by Vice Chair Jones, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated

Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of GPA2019-0001, based on the findings contained in the staff report and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of the General Plan Amendments for 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0757 SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Proposed Specific Plan Amendment

Exhibit B - Conditions of Approval

Exhibit C - Aerial Map

Exhibit D - Existing Specific Plan Designation

Exhibit E - Existing General Plan Designation

Exhibit F - Site Plan

Exhibit G - Applicant's letter dated March 5, 2019, explaining Specific Plan and General Plan amendments

Exhibit H - Legal description of the specific plan amendment site

Exhibit I - Environmental Documentation

Exhibit J - Public Correspondence

A motion was made by Commissioner Siqueland, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of SPA2019-0001 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0759 PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2539

Locational & Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C - Parcel Map 37565

Exhibit D1 & D2 - Floor Plans

Exhibit E - Colored Elevations for Building A

Exhibit F - Colored Elevations for Building B

Exhibit G - Detailed Elevations for Building A

Exhibit H - Detailed Elevations for Building B

Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings

Exhibit J - Landscape Plan

Exhibit K - Sign Program

Exhibit L - Proposed Corona Cruiser Bus Route Change

Exhibit M - Angled parking design on Belle Avenue

Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans

Exhibit O - Environmental Documentation

Exhibit P - Public Correspondence

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and Resolution No. 2539 GRANTING PP2019-0003, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0758 PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Parcel Map 37565

Exhibit B - Conditions of Approval

Exhibit C - Site Plan

Exhibit D - Proposed Corona Cruiser Bus Route Change

Exhibit E - Applicant's letter dated May 21, 2019 giving essential subdivision information

Exhibit F - Environmental Documentation.pdf

Exhibit G - Public Correspondence

A motion was made by Vice Chair Jones, seconded by Chair Alexander, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of PM 37565 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

6. WRITTEN COMMUNICATIONS

None.

7. ADMINISTRATIVE REPORTS

None.

8. PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

9. ADJOURNMENT

Chair Alexander adjourned the meeting at 7:39 p.m. to the Planning and Housing Commission meeting of Monday, September 9, 2019, commencing at 6:00 p.m. in the City Hall Council Chambers.

File #: 19-0782

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
City Council consideration of Precise Plan 2019-0003, for the review of the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston of Boureston Development) (NOT AN ADVERTISED PUBLIC HEARING)

RECOMMENDED ACTION:
That the City Council:

1. Affirm the Planning and Housing Commission's action granting PP2019-0003, based on the findings contained in the staff report and conditions of approval.

ANALYSIS:
PP2019-0003 is an application to review the development plan for two medical office buildings on 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. The project site is comprised of two blocks physically separated by 7th Street and contains 13 separate parcels. Two alleys are also located within the project boundary and in addition to Seventh Street these public rights-of-way will be vacated to enable development across the entire site.

The majority of the parcels are owned by the Corona Housing Authority with two parcels owned by the City of Corona. One parcel contains a parking lot that is used as surplus parking for the Corona Public Library which is located east across Belle Avenue. On November 7, 2018, the City Council entered into a Development and Disposition Agreement with the applicant, Boureston Companies, to allow the applicant to acquire the properties owned by the Corona Housing Authority and City. All 13 properties are currently under escrow and, per the terms of the Agreement, the sale of the properties will be finalized once the applicant has obtained project approval.

The proposal involves the construction of a two-story 32,500 square foot medical office building for

the City of Hope and a second two-story 26,400 square foot medical office building that will house various medical services. Each building will be developed on separate parcels being created by companion PM 37565. The Specific Plan prescribes minimum yard setbacks for the front, street side, interior side, and rear yards which are 8 feet, 8 feet, zero feet, and 10 feet. As proposed, the project is capable of complying with the required perimeter setbacks, except for the rear yard setback along Sheridan Street. The applicant's site plan shows Building A and the parking lot encroaching into the rear yard setback by two feet. To address the two-foot encroachment, the applicant applied for and obtained approval of a minor variance to allow for the two-foot reduction.

Access and Parking

Access for both parcels will be shared as driveways are planned on Sixth Street, Sheridan Street and Belle Avenue. Parking for both buildings will also be shared. Per the city's parking ordinance, medical offices are required to provide parking at a ratio of one parking space per 200 square feet of building area. Based on the square footages of the buildings, the project is required to have 255 parking spaces total. The site plan shows 231 on-site parking spaces and 54 on-street parking spaces on Belle Avenue. In total, 285 parking spaces are provided. Table A summarizes the project's parking requirement.

Table A
Parking Summary

Use	Building Area (Net Sq. Ft.)	Parking Ratio	Parking Required	Parking Provided
Building A - Medical Office Building	27,325 sq. ft.	1/200	137	---
Building B - Medical Office Building	23,600 sq. ft.	1/200	118	---
TOTAL			**255**	**285**

The surplus parking lot for the library contains 46 parking spaces that will be removed with this project. However, the applicant is required to enter into a shared parking agreement with the city that will allow the library to use the on-street parking spaces during the medical offices non-peak business hours, which is normally the evening and weekends. The City of Hope's primary operating hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. The morning hours are mostly for radiology and oncology patients and the afternoon hours include infusion care, but patients are reduced towards the end of the day.

The second medical office building will include various medical services such as a surgery center and other office visits. The primary hours of operation are also intended to be similar to the City of Hope.

Architecture

The medical office buildings are subject to the architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which recognizes that the Downtown area has been shaped by

different eras and maintains various architectural styles. To ensure that new developments are well designed and that new buildings are architecturally compatible with other existing buildings in the project area, the Specific Plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. The Specific Plan also requires new buildings in the Downtown District to incorporate historical architectural elements to retain/restore historic or memorable features that are significant to the downtown fabric. However, new buildings are not required to replicate the architecture of the existing historic building.

Each building is two stories and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The second floor has individual window panels and sash mullions. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look that is common with the Commercial Block style. Each building is approximately 40 feet in height which is within the maximum allowable building height limit of 60 feet.

Landscaping

The plan proposes a mixture of deciduous, evergreen, and palm trees which will be installed around the perimeters of the development, buildings, and throughout the parking lot. The tree palette includes several brightly colored flowering trees to enhance the development. The grounds will be further enhanced with a variety of shrubs and groundcover. Street trees are required to be installed within the parkways along Sheridan Street and Belle Avenue. All plant materials are drought tolerant and the irrigation system shall be water efficient as required by the city's landscape ordinance. Landscape plans will be reviewed by the applicable city departments for compliance with the landscape ordinance during the plan check process.

PUBLIC IMPROVEMENTS

The companion parcel map covers the public improvements required for this project which requires the dedication of Sixth Street, Sheridan Street and Belle Avenue adjacent to the project site. The south half-width of Sixth Street from the centerline to the right-of-way line is required to be 50 feet. Currently, the south half-width is 40 feet; therefore, the applicant is required to dedicate an additional 10 feet of public right-of-way along the project's street frontage where insufficient right-of-way exists. The applicant is also required to construct the necessary public improvements including curb and gutter, a 7-foot wide sidewalk and 10-foot landscape parkway along this frontage.

Sheridan Street is required to be widened to have an overall right-of-way width of 60 feet which shall include a paved roadway width of 40 feet curb to curb and a 10-foot wide parkway for landscaping and sidewalk on both sides of the street. The improvements on the west half of Sheridan Street between 6th Street and 7th Street shall include space for a new bus stop for the Corona Cruiser. Beyond 7th Street to the south, the improvements will transition to match the existing conditions on the west half-width of Sheridan Street. The east half-width of Sheridan Street is required to be

improved with curb and gutter plus a 5-foot wide landscape parkway and a 5-foot wide sidewalk adjacent to the project site.

Belle Avenue is required to have an overall right-of-way width of 80 feet with 28 feet of paved roadway that will have unobstructed access. The street will be modified to include angled parking spaces on both sides of the street. Beyond the 28-foot wide roadway a paved width of 19.7 feet will be provided on both sides of the street to accommodate the on-street angled parking design. The parkway width on Belle Avenue adjacent to the project site will include a 5-foot wide landscape parkway and a 4-foot wide sidewalk. The parkway width on the east side of the street will include a 6 -foot wide sidewalk and no landscape parkway.

COMMITTEE ACTION:
The Infrastructure Committee at its meeting on July 31, 2017, was given an update on the project.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $6,854.00 in application processing fees for the precise plan.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Shah/Jones) and carried unanimously, that the Planning and Housing Commission adopt the Mitigated Negative Declaration and Mitigated Monitoring Plan and adopt Resolution No. 2539 granting PP2019-0003, 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 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - Locational and Zoning Map.
2. Exhibit 2 - Site Plan for PP2019-0003.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION

Richard Boureston, 650 Town Center Drive, Suite 890, CA 92626

File #: 19-0782

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
City Council consideration of Precise Plan 2019-0003, for the review of the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston of Boureston Development) (NOT AN ADVERTISED PUBLIC HEARING)

RECOMMENDED ACTION:
That the City Council:

1. Affirm the Planning and Housing Commission's action granting PP2019-0003, based on the findings contained in the staff report and conditions of approval.

ANALYSIS:
PP2019-0003 is an application to review the development plan for two medical office buildings on 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. The project site is comprised of two blocks physically separated by 7th Street and contains 13 separate parcels. Two alleys are also located within the project boundary and in addition to Seventh Street these public rights-of-way will be vacated to enable development across the entire site.

The majority of the parcels are owned by the Corona Housing Authority with two parcels owned by the City of Corona. One parcel contains a parking lot that is used as surplus parking for the Corona Public Library which is located east across Belle Avenue. On November 7, 2018, the City Council entered into a Development and Disposition Agreement with the applicant, Boureston Companies, to allow the applicant to acquire the properties owned by the Corona Housing Authority and City. All 13 properties are currently under escrow and, per the terms of the Agreement, the sale of the properties will be finalized once the applicant has obtained project approval.

The proposal involves the construction of a two-story 32,500 square foot medical office building for

the City of Hope and a second two-story 26,400 square foot medical office building that will house various medical services. Each building will be developed on separate parcels being created by companion PM 37565. The Specific Plan prescribes minimum yard setbacks for the front, street side, interior side, and rear yards which are 8 feet, 8 feet, zero feet, and 10 feet. As proposed, the project is capable of complying with the required perimeter setbacks, except for the rear yard setback along Sheridan Street. The applicant's site plan shows Building A and the parking lot encroaching into the rear yard setback by two feet. To address the two-foot encroachment, the applicant applied for and obtained approval of a minor variance to allow for the two-foot reduction.

Access and Parking

Access for both parcels will be shared as driveways are planned on Sixth Street, Sheridan Street and Belle Avenue. Parking for both buildings will also be shared. Per the city's parking ordinance, medical offices are required to provide parking at a ratio of one parking space per 200 square feet of building area. Based on the square footages of the buildings, the project is required to have 255 parking spaces total. The site plan shows 231 on-site parking spaces and 54 on-street parking spaces on Belle Avenue. In total, 285 parking spaces are provided. Table A summarizes the project's parking requirement.

Table A
Parking Summary

Use	Building Area (Net Sq. Ft.)	Parking Ratio	Parking Required	Parking Provided
Building A - Medical Office Building	27,325 sq. ft.	1/200	137	---
Building B - Medical Office Building	23,600 sq. ft.	1/200	118	---
TOTAL			**255**	**285**

The surplus parking lot for the library contains 46 parking spaces that will be removed with this project. However, the applicant is required to enter into a shared parking agreement with the city that will allow the library to use the on-street parking spaces during the medical offices non-peak business hours, which is normally the evening and weekends. The City of Hope's primary operating hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. The morning hours are mostly for radiology and oncology patients and the afternoon hours include infusion care, but patients are reduced towards the end of the day.

The second medical office building will include various medical services such as a surgery center and other office visits. The primary hours of operation are also intended to be similar to the City of Hope.

Architecture

The medical office buildings are subject to the architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which recognizes that the Downtown area has been shaped by

different eras and maintains various architectural styles. To ensure that new developments are well designed and that new buildings are architecturally compatible with other existing buildings in the project area, the Specific Plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. The Specific Plan also requires new buildings in the Downtown District to incorporate historical architectural elements to retain/restore historic or memorable features that are significant to the downtown fabric. However, new buildings are not required to replicate the architecture of the existing historic building.

Each building is two stories and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The second floor has individual window panels and sash mullions. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look that is common with the Commercial Block style. Each building is approximately 40 feet in height which is within the maximum allowable building height limit of 60 feet.

Landscaping

The plan proposes a mixture of deciduous, evergreen, and palm trees which will be installed around the perimeters of the development, buildings, and throughout the parking lot. The tree palette includes several brightly colored flowering trees to enhance the development. The grounds will be further enhanced with a variety of shrubs and groundcover. Street trees are required to be installed within the parkways along Sheridan Street and Belle Avenue. All plant materials are drought tolerant and the irrigation system shall be water efficient as required by the city's landscape ordinance. Landscape plans will be reviewed by the applicable city departments for compliance with the landscape ordinance during the plan check process.

PUBLIC IMPROVEMENTS

The companion parcel map covers the public improvements required for this project which requires the dedication of Sixth Street, Sheridan Street and Belle Avenue adjacent to the project site. The south half-width of Sixth Street from the centerline to the right-of-way line is required to be 50 feet. Currently, the south half-width is 40 feet; therefore, the applicant is required to dedicate an additional 10 feet of public right-of-way along the project's street frontage where insufficient right-of-way exists. The applicant is also required to construct the necessary public improvements including curb and gutter, a 7-foot wide sidewalk and 10-foot landscape parkway along this frontage.

Sheridan Street is required to be widened to have an overall right-of-way width of 60 feet which shall include a paved roadway width of 40 feet curb to curb and a 10-foot wide parkway for landscaping and sidewalk on both sides of the street. The improvements on the west half of Sheridan Street between 6th Street and 7th Street shall include space for a new bus stop for the Corona Cruiser. Beyond 7th Street to the south, the improvements will transition to match the existing conditions on the west half-width of Sheridan Street. The east half-width of Sheridan Street is required to be

improved with curb and gutter plus a 5-foot wide landscape parkway and a 5-foot wide sidewalk adjacent to the project site.

Belle Avenue is required to have an overall right-of-way width of 80 feet with 28 feet of paved roadway that will have unobstructed access. The street will be modified to include angled parking spaces on both sides of the street. Beyond the 28-foot wide roadway a paved width of 19.7 feet will be provided on both sides of the street to accommodate the on-street angled parking design. The parkway width on Belle Avenue adjacent to the project site will include a 5-foot wide landscape parkway and a 4-foot wide sidewalk. The parkway width on the east side of the street will include a 6 -foot wide sidewalk and no landscape parkway.

COMMITTEE ACTION:
The Infrastructure Committee at its meeting on July 31, 2017, was given an update on the project.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $6,854.00 in application processing fees for the precise plan.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Shah/Jones) and carried unanimously, that the Planning and Housing Commission adopt the Mitigated Negative Declaration and Mitigated Monitoring Plan and adopt Resolution No. 2539 granting PP2019-0003, 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 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - Locational and Zoning Map.
2. Exhibit 2 - Site Plan for PP2019-0003.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION

Richard Boureston, 650 Town Center Drive, Suite 890, CA 92626

LOCATIONAL & ZONING MAP

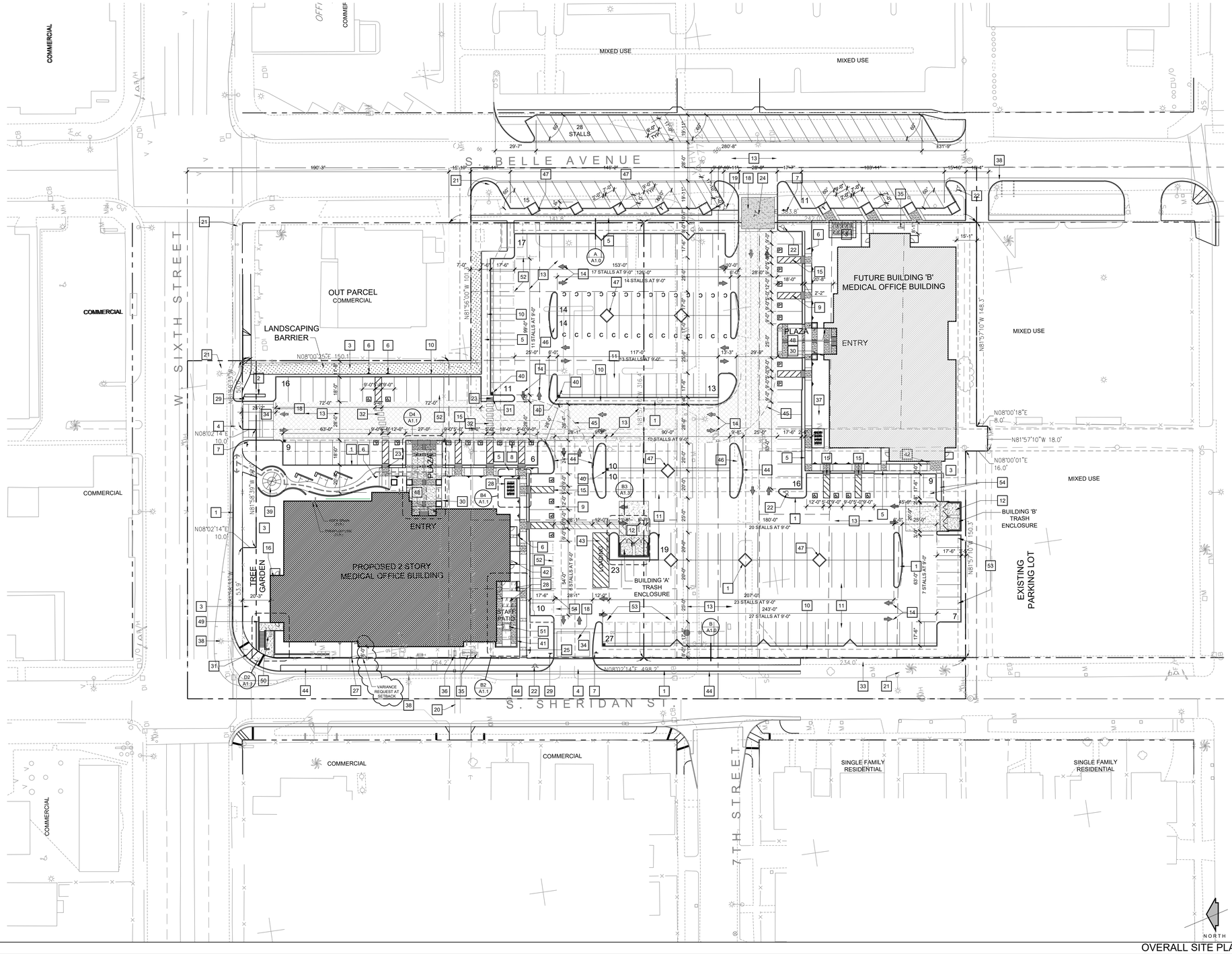


Date: 08/21/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

N W E S

EXHIBIT 1



OVERALL SITE PLAN

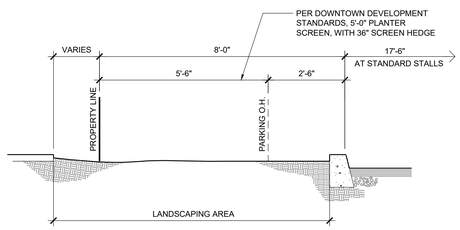
SCALE: 1" = 30'-0"

SITE PLAN KEYED NOTES

NO.	DESCRIPTION
1.	NEW 6" HIGH CONCRETE CURB, TYP. - SEE DTL. C3/A1.2
2.	MONUMENT SIGN (UNDER SEPARATE PERMIT)
3.	NEW LANDSCAPE AREA
4.	NEW DRIVEWAY APPROACH - 30'-0" MIN. (PER PUBLIC WORKS STANDARDS)
5.	NEW 4'-0" MIN. ACCESSIBLE PATH OF TRAVEL AT SIDEWALKS (5% MAX. SLOPE, 2% MAX. CROSS SLOPE) PER PUBLIC WORKS STD.
6.	NEW ACCESSIBLE STALL POLE SIGN - SEE DTL. A3A/A1.2
7.	NEW DISABLED PARKING LOT SIGNAGE AT PARKING ENTRY - SEE DTL. A3B/A1.2
8.	NEW APPROVED 3'x3' HANDICAP PARKING SYMBOL - SEE DTL. A4/A1.2
9.	NEW VAN ACCESSIBLE PARKING STALL LOADING AREA
10.	NEW LINE OF VEHICLE OVERHANG, TYPICAL
11.	NEW STANDARD PARKING STALL PER CITY STANDARDS AND PARKING MANUAL (TYP.)
12.	NEW TRASH ENCLOSURE, PER CITY STANDARDS - SEE DTL. B3/A1.2
13.	NEW PAVING - PER PUBLIC WORKS STANDARDS
14.	NEW PAINTED DIRECTIONAL ARROWS AT THE BEGINNING AND END OF AISLES - SEE DTL. B1/A1.2
15.	NEW 5'-0" STRIPED OFF-LOAD AREA FOR ACCESSIBLE PARKING (TYP.) - SEE DTL. A5/A1.2
16.	LOCATION OF FIRE SPRINKLER RISER AND ROOM
17.	INDICATES ARCHITECTURAL LIGHTING FIXTURES - SEE ELECTRICAL
18.	DECORATIVE CONCRETE PATTERN AT DRIVE APPROACH
19.	EXISTING FIRE HYDRANT
20.	EXISTING 8" WATER SERVICE
21.	EXISTING STREET LIGHT
22.	NEW FIRE HYDRANT PER CITY STANDARDS
23.	INDICATES DETECTABLE WARNING SURFACE
24.	EXISTING HYDRANT RELOCATED - SEE CIVIL
25.	NEW DISABLED PATH OF TRAVEL SIDEWALK TO PUBLIC WAY- 4'-0" MIN. WIDTH, 5% MAX. SLOPE AND 2% MAX. CROSS SLOPE- SEE CIVIL
26.	PROPOSED 4'X4' TREE WELLS. STREET TREE WELLS SHALL BE CONSTRUCTED AS PER PUBLIC WORKS STANDARDS
27.	EXISTING 8" SEWER SERVICE
28.	NEW BICYCLE PARKING - 4 SHORT TERM RACKS PROVIDED (2 BIKES PER RACK TO ACCOMMODATE 8 BIKES) AND LONG TERM LOCKERS 4 SPACES PROVIDED (2 BIKES PER LOCKER - 8 BIKES)
29.	INSTALL NEW 30" STATE STANDARD "STOP" SIGN(S) AT LOCATIONS SHOWN ON A 2" GALVANIZED POST WITH THE BOTTOM OF THE LOWEST SIGN 7' ABOVE GROUND; LOCATED BEHIND MAJOR STREET SIDEWALK. WHERE "RIGHT TURN ONLY" SIGN ALSO REQUIRED AT SAME LOCATION, INSTALL 30"x36" STATE STANDARD SIGN IMMEDIATELY BELOW THE STOP SIGN ON SAME POST
30.	INDICATES SIGNAGE ON POLE PER DTL. A3B/A1.1. SIGNAGE TO STATE, "NO SMOKING WITHIN 25'-0" OF BUILDING ENTRIES, OUTDOOR INTAKES OR OPERABLE WINDOWS, CAL-GREEN 5.504.7."
31.	PROPOSED CURB RAMP - PER CITY STANDARDS
32.	LINE INDICATES NEW DECORATIVE STRIPING AT CROSSWALK (PAINTED)
33.	EXISTING SIDE WALK TO REMAIN
34.	ENTRY DRIVE - PER CITY STANDARDS
35.	PROPOSED FDC AND PIV CONNECTIONS
36.	PROPOSED WATER SERVICE AND METER
37.	BIKE RACK AND LOCKERS AT BUILDING 'B' UNDER SEPARATE PERMIT SUBMISSION
38.	RELOCATED STREET LIGHT - SEE CIVIL
39.	HEALING GARDEN LANDSCAPING FEATURE
40.	STORM DRAIN INLET
41.	SCREEN WALL AT PATIO
42.	PROPOSED GAS METER LOCATION
43.	STRIPPING INDICATES LOADING ZONE (1)
44.	DASHED LINE INDICATES NEW RED PAINTED FIRE LANE CURB. REQUIRED FIRE LANES SHALL BE DESIGNATED BY PAINTING THE CURB RED (TOP AND SIDES) AND STENCILING "FIRE LANE NO PARKING" IN 3 INCH WHITE LETTERS ON THE MOST VERTICAL CURB, AT LEAST EVERY 50 FEET.
45.	INDICATES 50'-0" OUTSIDE TURNING RADIUS AND 25'-0" INSIDE RADIUS FOR FIRE VEHICLES 30'-0" MIN. FIRE LANE
46.	TREE PLANTING ISLAND
47.	TREE WELLS WITH TREE GRATES (5'-0" SQ.)
48.	KNOX BOX LOCATION
49.	SITE RETAINING WALLS
50.	WHEEL CHAIR LIFT
51.	TREE WELLS AT PATIO. (TYP OF 2)
52.	INDICATES CLEAN AIR VEHICLE STALLS. PROVIDE 16 STALLS FOR BUILDING 'A' PER CAL-GREEN 5.106.5.2
53.	FUTURE E.V. CHARGING STALLS - PROVIDE EMPTY ELECTRICAL CONDUIT FEED TO ELECTRICAL ROOM
54.	FUTURE ACCESSIBLE E.V. STALLS WITH 5'-0" OFF-LOAD STRIPING

GENERAL SITE NOTES

NO.	DESCRIPTION
1.	ELECTRICAL TRANSFORMER LOCATIONS ARE PRELIMINARY ONLY. LOCATIONS TO BE VERIFIED WITH UTILITY PLAN.
2.	PARKING LOT LIGHTING TO BE SUBMITTED AS PART OF BUILDING 'B' SUBMISSION
3.	DISABLED PARKING BASED ON NET BUILDING SQUARE FOOTAGE. BUILDING 'A' NET S.F. 27,325 S.F.. PER MUNICIPAL CODE 17.76.030 PROVIDE STALLS AT 1/200 S.F.. PROVIDE 137 STALLS. PER CBC 11B-208.2 PROVIDE 10% OF PARKING SPACES AS ACCESSIBLE. (10% OF 137 STALLS = 14 STALLS REQUIRED - 14 STALLS PROVIDED)



A - AT BELL AVE. B - AT SHERIDAN STREET

BUILDING A:
USE: MEDICAL OFFICE BUILDING (ONCOLOGY) 'B' OCCUPANCY

NET S.F.		27,325 S.F.
VAULT WALLS:		1,275 S.F.
LOAD		3,900 S.F.
GROSS		32,500 S.F.

BUILDING B:
USE: MEDICAL 'B' OCCUPANCY

NET		23,600 S.F.
LOAD		2,800 S.F.
GROSS		26,400 S.F.

PARKING REQUIRED

BUILDING A	27,325 S.F. / 200 =	137 STALLS
BUILDING B	23,600 S.F. / 200 =	118 STALLS
TOTAL PARKING		255 STALLS (REQ'D)

PARKING PROVIDED:

TOTAL ON SITE STALLS:	231 STALLS
OFF STIE PARKING (BELLE AVE.)	54 STALLS
TOTAL PARKING PROVIDED	285 STALLS
LESS COMPACT STALLS	(28) STALLS
TOTAL CITY RECOGNIZED STALLS	257 STALLS (ACTUAL)
EXISTING ON SITE SPACES TO BE REMOVED UNDER THIS PROJECT	46 STALLS

*THESE STALLS ARE EXISTING ON SITE WHICH WILL BE REMOVED DURING SITE DEMOLITION. THEY ARE NOT OFF-SITE STALLS

BUILDING A - TWO STORY, SINGLE TENANT

GROSS AREA		32,500 S.F.
NET		27,325 S.F.
PARKING (BASED ON NET)		
STANDARD STALLS	123	
ACCESSIBLE STALLS	12	
ACCESSIBLE VAN STALLS	2	
TOTAL STALLS REQUIRED AT BUILDING 'A'		137 STALLS
PARKING RATIO, TENANT REQUIRED		4.22/1000 GROSS
		5.01/1000 NET

BUILDING B - TWO STORY, MULTI-TENANT

GROSS		26,400 S.F.
NET		23,600 S.F.
PARKING (BASED ON NET)		
STANDARD STALLS	107 STALLS	
ACCESSIBLE STALLS	9	
ACCESSIBLE VAN STALLS	2	
TOTAL STALLS REQUIRED AT BUILDING 'B'		118 STALLS
PARKING RATIO		4.46/1000 GROSS
		5.0 / 1000 NET

ON STREET PARKING SPACES IMMEDIATELY ADJACENT TO NON-RESIDENTIAL DEVELOPMENT SITES IN THE DOWNTOWN DISTRICT MAY BE COUNTED TOWARDS THE REQUIRED NUMBER OF OFF-STREET PARKING SPACES FOR SAID NON-RESIDENTIAL USE PER SECTION III(E)(I)(C) OF THE DOWNTOWN CORONA REVITALIZATION SPECIFIC PLAN

PROJECT LOCATION
APN: 117181002, 003, 011, 012, 015, 016 AND 117186001, 002, 003, 004, 006, 007, 010, 011, 012, 013, 014
LEGAL DESCRIPTION: LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
PROJECT DESCRIPTION:
CONCRETE TILT-UP TWO STORY BUILDINGS WITH POURED-IN-PLACE CONCRETE OVER METAL DECKING SECOND FLOOR. BUILDINGS ARE M.O.B.'S (MEDICAL OFFICE BUILDINGS)
PROJECT DATA:
TYPE OF CONSTRUCTION: II-B
OCCUPANCY: B - GENERAL MEDICAL OFFICE
ZONING: COMMERCIAL / MIXED USE / SINGLE FAMILY
GENERAL PLAN: MUD / OP / LDR
SPECIFIC PLAN: 98-01
PROPOSED LAND USE: MEDICAL OFFICE / PARKING
FULLY SPRINKLERED
SPRINKLERS: FULLY SPRINKLERED
BUILDING HEIGHT:
BUILDING A: 39'-6"
BUILDING B: 38'-6"

LOT COVERAGE: 3.48 AC. (151,602 S.F.)
BUILDING A: 16,656 (BUILDING FOOTPRINT) / 76,065 = 21%
BUILDING B: 13,765 (BUILDING FOOTPRINT) / 75,537 = 18%
FLOOR AREA RATIO:
BUILDING A: 32,500 / 76,065 = 42.7%
BUILDING B: 26,400 / 75,537 = 34.9%

VICINITY MAP



EXHIBIT 2

Anthony C. Pings and Associates
Architecture
Planning and
Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10930 12-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Site Plan

Project Number
421.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

Revisions

No.	Revision Date:

PLAN CHECK

Drawing
A1.0
Sheet of

File #: 19-0759

PLANNING AND HOUSING COMMISSION
STAFF REPORT

DATE: 8/26/2019

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:
PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

RECOMMENDED ACTION:
That the Planning and Housing Commission adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan and adopt Resolution No. 2539 **GRANTING PP2019-0003** based on the findings contained in the staff report and conditions of approval.

PROJECT SITE SUMMARY
Area of property: 3.48 acres combined (13 properties)
Existing General Plan: MUD (Mixed Use: Downtown)
LDR (Low Density Residential, 3-6 du/ac)
OP (Office Professional)
Proposed General Plan: MUD (Mixed Use: Downtown)
OP (Office Professional)
Specific Plan: Downtown Corona Revitalization Specific Plan (SP98-01)
Existing Zoning: D (Downtown District)
SF (Single Family District)
CS (Community Services District)
Proposed Zoning: D (Downtown District)
Existing Land Use: Vacant land and parking lot
Proposed Land Use: Medical office buildings
Surrounding Land Uses / Zoning:
S: Parking lot for the Corona Regional Medical Center / CS District of SP98-01
N: Sixth Street and commercial buildings beyond / D District of SP98-01

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EXHIBIT 3

E: Tire shop, Belle Avenue, and Corona Public Library beyond / D and CS Districts of SP98-01
W: Sheridan Street and automobile dealership and single-family residences beyond / TC and SF (Transitional Commercial and Single Family Districts) of SP98-01

BACKGROUND

The project site is comprised of two blocks containing 13 parcels located on the south side of West 6th Street between Sheridan Street and Belle Avenue. The two blocks are physically separated by 7th Street which will be vacated adjacent to the project site so that the land area can be included as part of the project's on-site improvements. Two alleys which are located between the parcels will also be vacated adjacent to the project site and included within the project boundary. In total, the project site is 3.48 acres which will be developed with two medical office buildings totaling 58,900 square feet. The development also includes on-site parking to serve the buildings and on-street parking located on Belle Avenue adjacent to the project site.

The project site consists of 12 vacant parcels and one developed parcel containing a parking lot for the Corona Public Library which is located east of the project site. The parking lot and the adjacent vacant property (315 W. 7th Street) located directly west of the parking lot are currently under the ownership of the City of Corona. The remaining 11 vacant parcels are under the ownership of the Corona Housing Authority.

On November 7, 2018, the city entered into a Development and Disposition Agreement with the applicant, Boureston Companies, to allow the applicant to acquire the 11 properties owned by the Corona Housing Authority. The applicant is also acquiring the two city-owned properties. All 13 properties are currently under escrow and, per the terms of the Agreement, the sale of the properties will be finalized once the applicant has obtained project approval.

The Agreement establishes certain milestones for the construction of the project which will be phased. Phase 1 will be the construction of Building A which is located closest to Sixth Street and Phase 2 will be the construction of Building B which is located on the southern portion of the project site closest to the Corona Regional Medical Center. The Agreement requires the applicant to complete construction of the building associated with Phase 1 and all necessary related off-site public improvements within 36 months after the close of escrow. The building associated with Phase 2 is required to be completed within 36 months of the first certificate of occupancy issued for the building in Phase 1. However, the Agreement does not prevent the applicant from constructing both buildings at the same time under Phase 1. Building A is intended to be occupied by City of Hope, a cancer treatment center. Building B will be a medical office building occupied by multiple tenants specializing in specific medical practices.

To make up for the loss of the 49 parking spaces within the library's off-site parking lot, the city will be entering into a shared parking agreement with the applicant to allow library patrons to utilize the new on-street parking spaces proposed on Belle Avenue which will have 54 parking spaces. Library patrons will be able to utilize the parking spaces during the evenings and weekends when the library is heavily trafficked. This agreement was discussed at the Infrastructure Committee meeting on July 31, 2017. The Committee was receptive to the proposed on-street parking as it would provide parking that is much needed, and the spaces are also at a safe walking distance to the library. The Committee also discussed the appearance of the buildings from Sixth Street with then-Council Member Jason Scott directing that if the rear elevations of the buildings face Sixth Street they should receive as much architectural detail along the backs as the fronts.

The 13 parcels have varied General Plan land use designations and zoning under the Downtown Corona Revitalization Specific Plan. Due to this, the project requires a General Plan Amendment (GPA2019-0001) which would bring each parcel into one General Plan designation under the project's proposed parcel map application (PM 37565). Parcel 1 will maintain its existing General Plan designation of Mixed Use Downtown and Parcel 2 is proposed to have a General Plan designation of Office Professional. The area for Parcel 2 contains two General Plan designations of Low Density Residential and Office Professional. Therefore, to facilitate the creation of the new parcel being created by Parcel Map 37565, the parcel needs to have one General Plan designation. A Specific Plan Amendment (SPA2019-0001) is also being processed to bring all the parcels into one consistent zoning. Additionally, the project requires a precise plan (PP2019-0003) to review the site plan and architecture of the project.

The project was initially reviewed by staff through the city's Development Plan Review (DPR) process in November 2018. The applicant officially submitted the GPA, SPA, parcel map, and precise plan applications to the city on March 15, 2019. The applicant was issued an application incomplete letter due to missing or incomplete application items. The applicant over time submitted the required application materials to staff with the applications finally considered complete on July 23, 2019, and cleared for public hearing before the Planning and Housing Commission on August 26, 2019.

PROJECT DESCRIPTION

Site Plan

The project site is comprised of two parcels as proposed by PM 37565 (Exhibits A and C). The site is bounded by 6th Street, Sheridan Street, and Belle Avenue to the north, west, and east, respectively. Abutting the northeast perimeter of the site is a tire shop business and abutting the south perimeter is a parking lot for the Corona Regional Medical Center. Building A is proposed on the northwest corner of Parcel 1 near Sixth Street. Building B is proposed on the southeast corner of Parcel 2 near Belle Avenue. The parking lot associated with the buildings extends across both parcels and will be shared. Additional on-street parking spaces are located on Belle Avenue adjacent to the project site. Pedestrian access is provided from the adjacent streets to the buildings via sidewalks that lead to the entrances of the buildings.

The Specific Plan prescribes minimum yard setbacks for the front, street side, interior side, and rear yards which are 8 feet, 8 feet, zero feet, and 10 feet. In determining which perimeter is considered the front yard for each parcel, the Corona Municipal Code defines the lot frontage as the portion of the lot that abuts a public street, but if the lot abuts two or more streets then the front yard would be the narrowest portion of the lot that abuts the street. Based on this definition, the front yard of Parcel 1 is the perimeter that fronts Belle Avenue since this portion of the lot is narrower than the other two other portions on 6th Street and Sheridan Street. This makes the west perimeter which abuts Sheridan Street the rear yard. Parcel 2 has street frontages along Belle Avenue and Sheridan Street which are equal in width making either portion the front yard, but since both parcels are being developed together staff is considering the perimeter that fronts Belle Avenue as the front yard and the perimeter on Sheridan Street as the rear yard to be consistent with Parcel 1.

As proposed, the project is capable of complying with the required perimeter setbacks, except for the rear yard setback along Sheridan Street. The applicant's site plan shows Building A and the parking

lot encroaching into the rear yard setback by two feet. To address the two-foot encroachment, the applicant applied for and obtained approval of a minor variance to allow for the two-foot reduction. The minor variance, VMIN2019-0003, was approved by the Zoning Administrator on June 13, 2019. Section 17.99.060(A)(3) of the Corona Municipal Code allows for the minor reduction of yards by not more than 20 percent of that required in the subject zone. The applicant's justification for the variance was based on the site's infill location and surrounding land uses which impacted the layout of the buildings. Located to the west of the site beyond Sheridan Street is an automobile dealership with residential homes that front Sheridan Street. In order to reduce the project's potential noise and visual impacts to these residences, Building A is being placed near Sixth Street and is situated between the dealership to the west and a tire shop to the east. Building B is being placed near Belle Avenue away from the residences. This layout would be least impactful to the residences as the buildings are not situated directly in front of the residences, but in order for the applicant to maintain this layout a two-foot encroachment into the setback area along Sheridan Street is necessary to allow for the placement of Building A on the northern and narrower portion of the site. The northern portion of the site also accommodates the site's primary driveway on 6th Street which further restricts this area. The 6th Street access is intended to minimize vehicular traffic entering the site from Sheridan Street where the residences are located. A two-foot encroachment along the same setback by the remainder of the site is also necessary in order to accommodate the placement of Building B in this area in addition to the required parking and adequate drive aisle widths. It is worth noting that the setback reduction for Building A applies only to 50 percent of the building's total length as the balance of the building is set back 11.5 feet from the property line on Sheridan Street. Building A is designed to have no entrances or exits on Sheridan Street.

A loading space for parcel delivery trucks is proposed on the south side of Building A next to a row of parking spaces. A five-foot wide landscape planter is required to be provided between the loading space and nearest parking stall. The additional planter will result in the elimination of a parking stall; however, this should not be an issue as the site is sufficiently overparked by 30 spaces.

Floor Plan

The floor plan for Building A is attached as Exhibit D1. Building A has two floors with an overall building area of 32,500 square feet. Primary access into Building A is located on the east side of the building. A secondary entrance is located on the south side for employees and an exit is located at the northwest corner of the building. The two vaults that are depicted on the ground floor of Building A will house linear accelerator equipment to be used by the building's only tenant, City of Hope, for cancer therapy.

Exhibit D2 depicts the floor plan for Building B, which also has two floors but is slightly smaller than Building A with a building area of 27,325 square feet. Primary access into Building B is located on the north side of the building. A secondary entrance is located on the west and east sides of the building. As previously indicated, Building B will be occupied by more than one medical tenant.

Architecture

The medical office buildings are subject to the architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which recognizes that the Downtown area has been shaped by different eras and maintains various architectural styles. To ensure that new developments are well designed and that new buildings are architecturally compatible with other existing buildings in the

project area, the Specific Plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. The Specific Plan also requires new buildings in the Downtown District to incorporate historical architectural elements to retain/restore historic or memorable features that are significant to the downtown fabric. However, new buildings are not required to replicate the architecture of the existing historic building.

Each building is two stories and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The second floor has individual window panels and sash mullions. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look that is common with the Commercial Block style. Each building is approximately 40 feet in height which is within the maximum allowable building height limit of 60 feet. Elevations of the buildings are attached as Exhibits E, F, G, and H. A letter submitted by the applicant addressing the architecture's consistency with the Specific Plan is attached as Exhibit I.

Trash Enclosure

Two trash enclosures are proposed for the project and placed near employee access doors for accessibility. One is located near the south side of Building A. The other is located at the south perimeter on the west side of Building B. Each trash enclosure is designed to accommodate two wastes bins and is required to be constructed of decorative block with metal swing gates.

Landscaping

The project's conceptual landscape plan is attached as Exhibit J. The plan proposes a mixture of deciduous, evergreen, and palm trees which will be installed around the perimeters of the development, buildings, and throughout the parking lot. The tree palette includes several brightly colored flowering trees to enhance the development. The grounds will be further enhanced with a variety of shrubs and groundcover. Street trees are required to be installed within the parkways along Sheridan Street and Belle Avenue. All plant materials are drought tolerant and the irrigation system shall be water efficient as required by the city's landscape ordinance. Landscape plans will be reviewed by the applicable city departments for compliance with the landscape ordinance during the plancheck process.

Signage

Per the sign regulations established by the Specific Plan for the Downtown District, the development is allowed to have one monument style sign on each perimeter that fronts a street; however, only one monument sign is currently proposed on 6th Street by the driveway based on the applicant's site plan and conceptual sign program in Exhibit K. The monument sign is 6 feet in height and includes 12-inch decorative stone base. The sign face is approximately 57 square feet and has four tenant panels with City of Hope occupying the largest panel. The Downtown District permits monumen

signs up to a maximum height of 3 feet and a maximum sign area of 24 square feet with no more than four tenants. Since the applicant's sign exceeds the height and size limit, the applicant is required to make the necessary revisions to the monument sign prior to obtaining a permit for the sign. Also, the sign is depicted partially within the public right-of-way and corner cut-off area adjacent to the driveway. Therefore, the applicant is required to revise the sign's location to be behind the property line and outside of the corner cut-off area as required under CMC Sections 17.70.030. 17.70.050. This ensures that the sign will not create an obstruction for drivers at the driveway. Since there are no residential land uses on the north side of Sixth Street, the monument sign may be internally illuminated. If additional monument signs are proposed on Belle Avenue or Sheridan Street, the signs shall also comply with the same height and size limitations established for Downtown District and corner cut-off regulations. However, any sign proposed on Sheridan Street shall not be internally illuminated. Diffused methods of lighting such ground mounted lighting may be permitted.

Building signage is proposed on all four sides of each buildings as shown by the sign program. Each building will be restricted to having signage on no more than three sides per the sign regulations for the Downtown District. On each side where signage is proposed, the maximum allowable size of the sign is based on a ratio of one square foot of sign area per one lineal foot of building frontage up to maximum of 150 square feet.

Conditions of approval have been added to the Conditions of Approval in Exhibit B requiring revisions to the sign program as discussed in this section. The revisions will be reviewed by the appropriate city department for compliance with the Specific Plan prior to issuance of a sign permit.

ACCESS AND PARKING

Parcel 1 will have access from 6th Street and Sheridan Street. Parcel 2 will have access from Belle Avenue. However, the access and parking for both parcels will be shared for the two buildings planned on the project site.

Per Section 17.76.030 of the Corona Municipal Code, medical offices are required to provide parking at a ratio of one parking space per 200 square feet of building area. Based on the square footages of the buildings, the project is required to have 255 parking spaces total. As shown by the applicant's site plan, the project is providing 231 parking on site and 54 on-street parking spaces on Belle Avenue. In total, 285 parking spaces are provided. Table A summarizes the project's parking requirement.

Table A
Parking Summary

Use	Building Area (Net Sq. Ft.)	Parking Ratio	Parking Required	Parking Provided
Building A - Medical Office Building	27,325 sq. ft.	1/200	137	---
Building B - Medical Office Building	23,600 sq. ft.	1/200	118	---
TOTAL			**255**	**285**

PUBLIC IMPROVEMENTS

Public improvements are required for the south half-width of 6th Street along the project site's frontage. The south half-width of Sixth Street from the centerline to the right-of-way line is required to be 50 feet. Currently, the south half-width is 40 feet; therefore, the applicant is required to dedicate an additional 10 feet of public right-of-way along the project's street frontage where insufficient right-of-way exists. This dedication is being provided by Parcels C and D. The applicant is also required to construct the necessary public improvements including curb and gutter, a 7-foot wide sidewalk and 10-foot landscape parkway along this frontage.

Sheridan Street is required to be widened to have an overall right-of-way width of 60 feet which shall include a paved roadway width of 40 feet curb to curb and a 10-foot wide parkway for landscaping and sidewalk on both sides of the street. The improvements on the west half of Sheridan Street between 6th Street and 7th Street shall include space for a new bus stop for the Corona Cruiser. Beyond 7th Street to the south, the improvements will transition to match the existing conditions on the west half-width of Sheridan Street. The east half-width of Sheridan Street is required to be improved with curb and gutter plus a 5-foot wide landscape parkway and a 5-foot wide sidewalk adjacent to the project site.

Belle Avenue is required to have an overall right-of-way width of 80 feet with 28 feet of paved roadway that will have unobstructed access. The street will be modified to include angled parking spaces on both sides of the street (Exhibit M). Beyond the 28-foot wide roadway a paved width of 19.7 feet will be provided on both sides of the street to accommodate the on-street angled parking design. The parkway width on Belle Avenue adjacent to the project site will include a 5-foot wide landscape parkway and a 4-foot wide sidewalk. The parkway width on the east side of the street will include a 6-foot wide sidewalk and no landscape parkway.

OTHER CONSIDERATIONS

The section of 7th Street between Sheridan Street and Belle Avenue and the two existing 16-foot wide alleys located between Sheridan Street and the project site's east property line and between 7th Street and the site's south property line will be vacated by separate instrument in order for these areas to be included within the project boundary. The alley having access from Sheridan Street is located within Parcel 1 and the alley having access from 7th Street is located within Parcel 2. It is worth mentioning that this alley used to extend southward but the southerly portion was vacated as part of the expansion to the Corona Regional Medical Center and is now part of the hospital's parking lot. For the alley that is located within Parcel 1, the applicant intends to transfer the portion of the alley that borders the south side of the adjacent commercial property (tire shop) located at the corner of 6th Street and Belle Avenue to the owner of the commercial property which will allow the tire shop to continue to utilize the alley.

The Corona Cruiser Blue and Red Line routes currently run on Belle Avenue and on the roadway section of 7th Street that is proposed to be vacated with this project. Since this section of 7th Street is to be vacated, the bus routes are being rerouted from Belle Avenue to Sixth Street and to Sheridan Street as shown in Exhibit L. To accommodate the change in the route, a new bus stop will be placed on 6th Street going eastbound and another one on Sheridan Street going southbound. The remainder of the route will be protected in place as the route will continue to travel on Sheridan Street beyond the project site.

Due to the existing residences that are located to the west of the project site beyond Sheridan Street, the project is required to submit to the city a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearby residential properties. This requirement is discussed in the project's Mitigated Negative Declaration under the Aesthetics section and is a mitigation measure (Exhibit M). The photometric analysis is required to be submitted to the city prior to issuance of a building permit.

ENVIRONMENTAL ANALYSIS

Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment. The Mitigation Negative Declaration is recommended for adoption (Exhibit O).

FISCAL IMPACT

The applicant paid $6,854.00 in application processing fees for the precise plan application.

PUBLIC NOTICE AND COMMENTS

A 20-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, staff has received calls from two property owners of two residential properties located on Sheridan Street south of Eighth Street. The property owners requested clarification on the location and use of the project with one property owner expressing support for having the City of Hope in Corona.

Staff also received a letter of protest from Mr. John Vazirian who owns the automobile dealership and three residential properties located to the west of the project site. The letter is attached in Exhibit P. Mr. Vazirian's concern is related to the design of the project. He indicates in his letter that Building A would visually obstruct his business and future commercial development on his properties from Sixth Street. His letter includes three site plans depicting alternative layouts of Building A that would reduce visual impacts to his properties. Staff has spoken to Mr. Vazirian and informed him that his properties including the residential properties are zoned Transitional Commercial which requires only an 8-foot front yard setback. Therefore, any future commercial development proposed on his properties could be built as close as 8 feet from the Sixth Street right-of-way line. This setback is closer to Sixth Street than the setback that is being proposed for Building A which is designed to have a 10-foot setback from Sixth Street with the majority of the building being set back 20 feet from Sixth Street. Also, the medical office buildings could be built up to a height of 60 feet which is allowed in the Downtown District but the applicant has chosen to design them as two-story buildings with a height of approximately 40 feet. It is also worth mentioning that this segment of 6th Street is intended for commercial development and the city's development standards do not require the preservation or protection of views along the street from certain distances. The development standards are adopted by the city to provide equal application of the standards to all property owners that develop their property in accordance with the zoning of the property.

STAFF ANALYSIS

The applicant's proposed project is consistent with the Downtown District of the Downtown Corona Revitalization Specific Plan and General Plan designation of Mixed Use Downtown and Office Professional. The project is consistent with several General Plan policies that promote growth and development in the city, a well-designed development that enhances the historic character of the Downtown, and having various land uses to help sustain Corona as a cohesive and self-sustaining community. The project is also consistent with several land use and design polices established by the Specific Plan that promote transit and pedestrian-oriented developments in the Downtown area, medical and professional offices uses within the southwest quadrant of the Grand Boulevard, and the preservation of the city's historic heritage through architecture.

The project includes architecture that is consistent with the Design Guidelines for the Downtown District within the Grand Boulevard Circle. The design of the buildings are aesthetically attractive, utilizes quality building materials, and retains historic elements and design features that reflect the historic character of the area. Furthermore, the development is enhanced by landscaping and provides sufficient on-site parking as well as on-street parking which will be shared with patrons visiting the Corona Library. The on-street parking creates a downtown quality for the area as it provides parking that is in safe walking distance to other buildings. The developer is responsible for the construction of missing Street improvements on Sixth Street, Sheridan Street, and Belle Avenue adjacent to the site. Therefore, based on the following findings and conditions of approval in Exhibit B, PP2019-0003 is recommended for approval.

FINDINGS OF APPROVAL FOR PP2019-0003

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

    a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur, as reflected in the Conditions of Approval attached as Exhibit B.
    b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. All the conditions necessary to granting a Precise Plan as set forth in Section 17.91 of the Corona Municipal Code do exist in reference to PP2019-0003 for the following reasons:

    a. The proposal is consistent with the General Plan designation of Mixed Use Downtown and Office/Professional which are being proposed for the project site by associated General Plan Amendment application GPA2019-0001. The project is also consistent with the Downtown Corona Revitalization Specific Plan's designation of Downtown District which is being proposed for the project site by associated Specific Plan Amendment application SPA2019-0001.
    b. The proposal complies with the use, design guidelines, and development standards of the Downtown District zone and the applicable provisions of the Corona Municipal Code in conjunction with the project's minor variance application to allow for a two-foot reduction along the rear yard along Sheridan Street.

c. A Mitigated Negative Declaration was prepared for the project pursuant to the California Environmental Quality Act to ensure development of the proposed project will not significantly impact the environment of the subject site and surrounding community.

d. The site is of a sufficient size and configuration to accommodate the design and scale of proposed development, including buildings and elevations, landscaping, parking and other physical features of the proposal, as demonstrated in Exhibit A of this report.

e. The design, scale and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the City's development standards for the Downtown District and the applicable standards under the Corona Municipal Code.

f. The architectural design of the proposed development is compatible with the character of the surrounding neighborhood, will enhance the visual character of the neighborhood by improving vacant undeveloped and underutilized properties and will provide for harmonious, orderly and attractive development of the site. The architecture also preserves the historic character of the Downtown area by incorporating historic elements and features as required by the Downtown Corona Revitalization Specific Plan.

g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color that is aesthetically appealing and will retain a reasonably adequate level of maintenance.

3. The proposal is consistent with the General Plan for the following reasons:

a. The project is consistent with Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating a use that will help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.

b. The project is consistent with Growth and Development Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.

c. The project is consistent with Downtown Corona Policy 1.17.6 in that the project is designed with a centralized parking lot that can be shared by multiple tenants within the two medical office buildings.

d. The project is consistent with Downtown Corona Policy 1.17.7 in that it would allow for the development of a medical office park that is attractive in architectural design and landscaping and creates an image conducive to economic revitalization in accordance with the Downtown Corona Revitalization Specific Plan.

e. The project is consistent with Downtown Policy 1.17.15 in that the proposed buildings are designed to enhance the historic character of the Downtown area by being architecturally compatible with existing surrounding buildings.

4. The project is consistent with the Downtown Corona Revitalization Specific Plan for the

following reasons:

a. The project conforms with the General Plan, Downtown Corona Revitalization Specific Plan, and all relevant provisions of the Corona Municipal Code as demonstrated by the applicant's plans herein.

b. The structures, site plan, and landscaping create an internal sense of order, provide a visually pleasing setting for occupants, visitors and the general community are appropriate to the function of the site, and provide safe and convenient access to the property for pedestrians, cyclists, and vehicles and comply with the intent of the design guidelines of the Downtown Corona Revitalization Specific Plan.

c. The proposed land use, structures, site plan, and landscaping are in scale and harmony with existing and future development adjacent to the site, and in the vicinity and with the land forms and vegetation in the vicinity of the site.

d. The project will not adversely affect the views, sunlight, or privacy of any nearby residences as the buildings are being placed on portions of the project site where they would not be located directly in front of the residences and the buildings' main entrances are appropriately oriented away from the residences. Also, the development provides adequate buffering between residential and non-residential uses with Sheridan Street, building setbacks and landscaping, and otherwise is in the best interest of the public health, safety, and general welfare.

e. The design and location of the proposed signs are consistent with the character and scale of the buildings to which they are attached or which are located on the same site, and the signs are visually harmonious with the surrounding development as shown by the project's sign program, and any illegal or non-conforming signs have been removed from the property.

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

1. Resolution No. 2359
2. Locational and Zoning Map
3. Exhibit A - Site Plan.
4. Exhibit B - Conditions of Approval.
5. Exhibit C - Parcel Map 37565.
6. Exhibit D1-D2 - Floor Plans.
7. Exhibit E - Colored Elevations for Building A.
8. Exhibit F - Colored Elevations for Building B.
9. Exhibit G - Detailed Elevations for Building A.
10. Exhibit H - Detailed Elevations for Building B.
11. Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings.
12. Exhibit J - Landscape Plan.
13. Exhibit K - Sign Program.
14. Exhibit L - Proposed Corona Cruiser Bus Route Change.
15. Exhibit M - Angled parking design on Belle Avenue.
16. Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans.

17. Exhibit O - Environmental Documentation.
18. Exhibit P - Public Correspondence.

Case Planner: Sandra Yang (951) 736-2262

RESOLUTION NO. 2539

APPLICATION NUMBER: PP2019-0003

A RESOLUTION OF THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, GRANTING A PRECISE PLAN FOR THE REVIEW OF THE SITE PLAN AND ARCHITECTURE OF TWO MEDICAL OFFICE BUILDINGS TOTALING 58,900 ON 3.48 ACRES LOCATED ON THE SOUTH SIDE OF WEST SIXTH STREET, BETWEEN SHERIDAN STREET AND BELLE AVENUE IN THE DOWNTOWN DISTRICT OF THE DOWNTOWN CORONA REVITALIZATION SPECIFIC PLAN (SP98-01), AND CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION REGARDING THE POTENTIAL ENVIRONMENTAL IMPACTS ASSOCIATED WITH THE PROPOSED PROJECT.

WHEREAS, the application to the City of Corona, California, for a Precise Plan PP2019-0003 under the provisions of Chapter 17.91 in the Corona Municipal Code, has been duly submitted to said City's Planning and Housing Commission for the review of a site plan, architecture, landscaping and fencing for two medical office buildings totaling 58,900 on 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue in the Downtown District of the Downtown Corona Revitalization Specific Plan (SP98-01).

WHEREAS, the Planning and Housing Commission held a noticed public hearing for PP2019-0003 on August 26, 2019, as required by law; and

WHEREAS, at the conclusion of the hearing the Planning and Housing Commission approved a Mitigated Negative Declaration (MND) which was prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines and which included an analysis of the environmental impacts of this Precise Plan (PP). The MND indicated that all potential environmental impacts from PP2019-0003 either had no impacts or impacts that are less than significant.

WHEREAS, after close of said hearing, the Commission by formal action, found that all the conditions necessary to granting a Precise Plan as set forth in Corona Municipal Code Section 17.91.070 do exist in reference to PP2019-0003 based on the evidence presented to the Commission during said hearing; and

WHEREAS, the Planning and Housing Commission based its recommendation to approve the Precise Plan on certain conditions of approval, the findings set forth below and adoption of the MND.

NOW, THEREFORE, THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this Precise Plan, the Planning and Housing Commission has reviewed and considered the information contained in the MND, the initial study and the administrative records for this Precise Plan, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, the initial study and the administrative record, including all written and oral evidence presented to the Planning and Housing Commission, the Commission finds that potential environmental impacts of this Precise Plan are either no impact or less-than-significant.

SECTION 2. Precise Plan Findings. Pursuant to Corona Municipal Code ("CMC") section 17.91.070 and based on the entire record before the Planning and Housing Commission, including all written and oral evidence presented to the Commission, the Commission hereby makes and adopts the following findings:

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

   a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur, as reflected in the Conditions of Approval attached as Exhibit B.

   b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. All the conditions necessary to granting a Precise Plan as set forth in Section 17.91 of the Corona Municipal Code do exist in reference to PP2019-0003 for the following reasons:

   a. The proposal is consistent with the General Plan designation of Mixed Use Downtown and Office/Professional which are being proposed for the project site by associated General Plan Amendment application GPA2019-0001. The project is also consistent with the Downtown Corona Revitalization Specific Plan's designation of

Downtown District which is being proposed for the project site by associated Specific Plan Amendment application SPA2019-0001.

b. The proposal complies with the use, design guidelines, and development standards of the Downtown District zone and the applicable provisions of the Corona Municipal Code in conjunction with the project's minor variance application to allow for a two-foot reduction along the rear yard along Sheridan Street.

c. A Mitigated Negative Declaration was prepared for the project pursuant to the California Environmental Quality Act to ensure development of the proposed project will not significantly impact the environment of the subject site and surrounding community.

d. The site is of a sufficient size and configuration to accommodate the design and scale of proposed development, including buildings and elevations, landscaping, parking and other physical features of the proposal, as demonstrated in Exhibit A of this report.

e. The design, scale and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the City's development standards for the Downtown District and the applicable standards under the Corona Municipal Code.

f. The architectural design of the proposed development is compatible with the character of the surrounding neighborhood, will enhance the visual character of the neighborhood by improving vacant undeveloped and underutilized properties and will provide for harmonious, orderly and attractive development of the site. The architecture also preserves the historic character of the Downtown area by incorporating historic elements and features as required by the Downtown Corona Revitalization Specific Plan.

g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color that is aesthetically appealing and will retain a reasonably adequate level of maintenance.

3. The proposal is consistent with the General Plan for the following reasons:

a. The project is consistent with Land Use Policies 1.1.1 and 1.1.2 in that it supports the diverse needs of Corona's residents by accommodating a use that will help sustain Corona as a cohesive, distinct, and self-sustaining community, and minimize the need for Corona's residents to travel to surrounding communities for services and employment.

b. The project is consistent with Growth and Development Policy 1.4.3 as it would allow for the development of vacant lands within the City on the periphery of existing development that complements the scale and pattern of existing uses, protects

development and population from natural hazards, and where it is logical and feasible to extend infrastructure improvements.

c. The project is consistent with Downtown Corona Policy 1.17.6 in that the project is designed with a centralized parking lot that can be shared by multiple tenants within the two medical office buildings.

d. The project is consistent with Downtown Corona Policy 1.17.7 in that it would allow for the development of a medical office park that is attractive in architectural design and landscaping and creates an image conducive to economic revitalization in accordance with the Downtown Corona Revitalization Specific Plan.

e. The project is consistent with Downtown Policy 1.17.15 in that the proposed buildings are designed to enhance the historic character of the Downtown area by being architecturally compatible with existing surrounding buildings.

4. The project is consistent with the Downtown Corona Revitalization Specific Plan for the following reasons:

a. The project conforms with the General Plan, Downtown Corona Revitalization Specific Plan, and all relevant provisions of the Corona Municipal Code as demonstrated by the applicant's plans herein.

b. The structures, site plan, and landscaping create an internal sense of order, provide a visually pleasing setting for occupants, visitors and the general community are appropriate to the function of the site, and provide safe and convenient access to the property for pedestrians, cyclists, and vehicles and comply with the intent of the design guidelines of the Downtown Corona Revitalization Specific Plan.

c. The proposed land use, structures, site plan, and landscaping are in scale and harmony with existing and future development adjacent to the site, and in the vicinity and with the land forms and vegetation in the vicinity of the site.

d. The project will not adversely affect the views, sunlight, or privacy of any nearby residences as the buildings are being placed on portions of the project site where they would not be located directly in front of the residences and the buildings' main entrances are appropriately oriented away from the residences. Also, the development provides adequate buffering between residential and non-residential uses with Sheridan Street, building setbacks and landscaping, and otherwise is in the best interest of the public health, safety, and general welfare.

e. The design and location of the proposed signs are consistent with the character and scale of the buildings to which they are attached or which are located on the same site, and the signs are visually harmonious with the surrounding development as shown by the project's sign program, and any illegal or non-conforming signs have been removed from the property.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to the City Clerk of said City and a copy thereof be sent to the applicant therefore at the address of said applicant as set forth in the application for said Precise Plan.

Adopted this 26th day of August, 2019.

Karen Alexander, Chair
Planning and Housing Commission
City of Corona, California

ATTEST:

Jennifer Killman
Secretary, Planning and Housing Commission
City of Corona, California

I, Jennifer Killman, Secretary to the Planning and Housing Commission of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted in a regular session of said Planning and Housing Commission duly called and held on the 26th day of August, 2019, and was duly passed and adopted by the following vote, to wit:

AYES:	Alexander, Jones, Shah, Siqueland and Hooks
NOES:	None
ABSENT:	None
ABSTAINED:	None

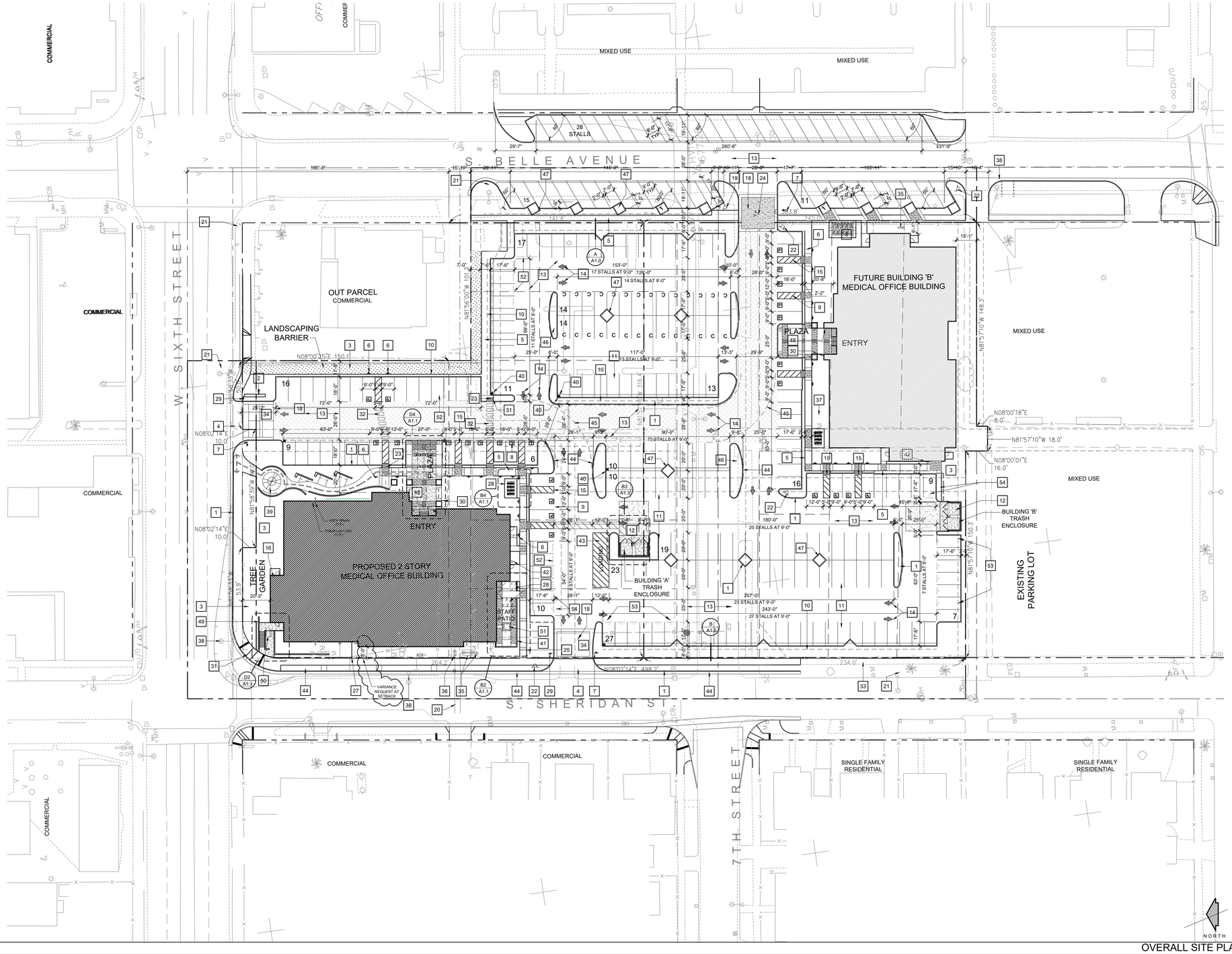
Jennifer Killman
Secretary, Planning and Housing Commission
City of Corona, California

LOCATIONAL & ZONING MAP



Date: 08/20/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003



OVERALL SITE PLAN

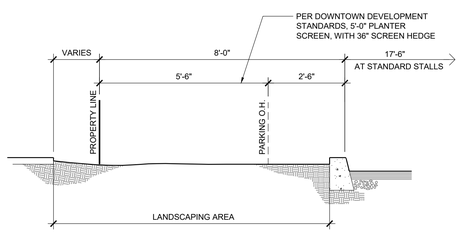
SCALE: 1" = 30'-0"

SITE PLAN KEYED NOTES

NO.	DESCRIPTION
1.	NEW 6" HIGH CONCRETE CURB, TYP. - SEE DTL. C3/A1.2
2.	MONUMENT SIGN (UNDER SEPARATE PERMIT)
3.	NEW LANDSCAPE AREA
4.	NEW DRIVEWAY APPROACH - 30'-0" MIN. (PER PUBLIC WORKS STANDARDS)
5.	NEW 4'-0" MIN. ACCESSIBLE PATH OF TRAVEL AT SIDEWALKS (5% MAX. SLOPE, 2% MAX. CROSS SLOPE) PER PUBLIC WORKS STD.
6.	NEW ACCESSIBLE STALL POLE SIGN - SEE DTL. A3A/A1.2
7.	NEW DISABLED PARKING LOT SIGNAGE AT PARKING ENTRY - SEE DTL. A3B/A1.2
8.	NEW APPROVED 3'x3' HANDICAP PARKING SYMBOL - SEE DTL. A4/A1.2
9.	NEW VAN ACCESSIBLE PARKING STALL LOADING AREA
10.	NEW LINE OF VEHICLE OVERHANG, TYPICAL
11.	NEW STANDARD PARKING STALL PER CITY STANDARDS AND PARKING MANUAL (TYP.)
12.	NEW TRASH ENCLOSURE, PER CITY STANDARDS - SEE DTL. B3/A1.2
13.	NEW PAVING - PER PUBLIC WORKS STANDARDS
14.	NEW PAINTED DIRECTIONAL ARROWS AT THE BEGINNING AND END OF AISLES - SEE DTL. B1/A1.2
15.	NEW 5'-0" STRIPED OFF-LOAD AREA FOR ACCESSIBLE PARKING (TYP.) - SEE DTL. A5/A1.2
16.	LOCATION OF FIRE SPRINKLER RISER AND ROOM
17.	INDICATES ARCHITECTURAL LIGHTING FIXTURES - SEE ELECTRICAL
18.	DECORATIVE CONCRETE PATTERN AT DRIVE APPROACH
19.	EXISTING FIRE HYDRANT
20.	EXISTING 8" WATER SERVICE
21.	EXISTING STREET LIGHT
22.	NEW FIRE HYDRANT PER CITY STANDARDS
23.	INDICATES DETECTABLE WARNING SURFACE
24.	EXISTING HYDRANT RELOCATED - SEE CIVIL
25.	NEW DISABLED PATH OF TRAVEL SIDEWALK TO PUBLIC WAY- 4'-0" MIN. WIDTH, 5% MAX. SLOPE AND 2% MAX. CROSS SLOPE- SEE CIVIL
26.	PROPOSED 4'X4' TREE WELLS. STREET TREE WELLS SHALL BE CONSTRUCTED AS PER PUBLIC WORKS STANDARDS
27.	EXISTING 8" SEWER SERVICE
28.	NEW BICYCLE PARKING - 4 SHORT TERM RACKS PROVIDED (2 BIKES PER RACK TO ACCOMMODATE 8 BIKES) AND LONG TERM LOCKERS 4 SPACES PROVIDED (2 BIKES PER LOCKER - 8 BIKES)
29.	INSTALL NEW 30" STATE STANDARD "STOP" SIGN(S) AT LOCATIONS SHOWN ON A 2" GALVANIZED POST WITH THE BOTTOM OF THE LOWEST SIGN 7' ABOVE GROUND; LOCATED BEHIND MAJOR STREET SIDEWALK. WHERE "RIGHT TURN ONLY" SIGN ALSO REQUIRED AT SAME LOCATION, INSTALL 30"x36" STATE STANDARD SIGN IMMEDIATELY BELOW THE STOP SIGN ON SAME POST
30.	INDICATES SIGNAGE ON POLE PER DTL. A3B/A1.1. SIGNAGE TO STATE, "NO SMOKING WITHIN 25'-0" OF BUILDING ENTRIES, OUTDOOR INTAKES OR OPERABLE WINDOWS, CAL-GREEN 5.504.7."
31.	PROPOSED CURB RAMP - PER CITY STANDARDS
32.	LINE INDICATES NEW DECORATIVE STRIPING AT CROSSWALK (PAINTED)
33.	EXISTING SIDE WALK TO REMAIN
34.	ENTRY DRIVE - PER CITY STANDARDS
35.	PROPOSED FDC AND PIV CONNECTIONS
36.	PROPOSED WATER SERVICE AND METER
37.	BIKE RACK AND LOCKERS AT BUILDING 'B' UNDER SEPARATE PERMIT SUBMISSION
38.	RELOCATED STREET LIGHT - SEE CIVIL
39.	HEALING GARDEN LANDSCAPING FEATURE
40.	STORM DRAIN INLET
41.	SCREEN WALL AT PATIO
42.	PROPOSED GAS METER LOCATION
43.	STRIPPING INDICATES LOADING ZONE (1)
44.	DASHED LINE INDICATES NEW RED PAINTED FIRE LANE CURB. REQUIRED FIRE LANES SHALL BE DESIGNATED BY PAINTING THE CURB RED (TOP AND SIDES) AND STENCILING "FIRE LANE NO PARKING" IN 3 INCH WHITE LETTERS ON THE MOST VERTICAL CURB, AT LEAST EVERY 50 FEET.
45.	INDICATES 50'-0" OUTSIDE TURNING RADIUS AND 25'-0" INSIDE RADIUS FOR FIRE VEHICLES 30'-0" MIN. FIRE LANE
46.	TREE PLANTING ISLAND
47.	TREE WELLS WITH TREE GRATES (5'-0" SQ.)
48.	KNOX BOX LOCATION
49.	SITE RETAINING WALLS
50.	WHEEL CHAIR LIFT
51.	TREE WELLS AT PATIO. (TYP OF 2)
52.	INDICATES CLEAN AIR VEHICLE STALLS. PROVIDE 16 STALLS FOR BUILDING 'A' PER CAL-GREEN 5.106.5.2
53.	FUTURE E.V. CHARGING STALLS - PROVIDE EMPTY ELECTRICAL CONDUIT FEED TO ELECTRICAL ROOM
54.	FUTURE ACCESSIBLE E.V. STALLS WITH 5'-0" OFF-LOAD STRIPING

GENERAL SITE NOTES

NO.	DESCRIPTION
1.	ELECTRICAL TRANSFORMER LOCATIONS ARE PRELIMINARY ONLY. LOCATIONS TO BE VERIFIED WITH UTILITY PLAN.
2.	PARKING LOT LIGHTING TO BE SUBMITTED AS PART OF BUILDING 'B' SUBMISSION
3.	DISABLED PARKING BASED ON NET BUILDING SQUARE FOOTAGE. BUILDING 'A' NET S.F. 27,325 S.F.. PER MUNICIPAL CODE 17.76.030 PROVIDE STALLS AT 1/200 S.F.. PROVIDE 137 STALLS. PER CBC 11B-208.2 PROVIDE 10% OF PARKING SPACES AS ACCESSIBLE. (10% OF 137 STALLS = 14 STALLS REQUIRED - 14 STALLS PROVIDED)



A - AT BELL AVE. B - AT SHERIDAN STREET

BUILDING A:
USE: MEDICAL OFFICE BUILDING (ONCOLOGY) 'B' OCCUPANCY

NET S.F.		27,325 S.F.
VAULT WALLS:		1,275 S.F.
LOAD		3,900 S.F.
GROSS		32,500 S.F.

BUILDING B:
USE: MEDICAL 'B' OCCUPANCY

NET		23,600 S.F.
LOAD		2,800 S.F.
GROSS		26,400 S.F.

PARKING REQUIRED

BUILDING A	27,325 S.F. / 200 =	137 STALLS
BUILDING B	23,600 S.F. / 200 =	118 STALLS
TOTAL PARKING		255 STALLS (REQ'D)

PARKING PROVIDED:

TOTAL ON SITE STALLS:	231 STALLS
OFF STIE PARKING (BELLE AVE.)	54 STALLS
TOTAL PARKING PROVIDED	285 STALLS
LESS COMPACT STALLS	(28) STALLS
TOTAL CITY RECOGNIZED STALLS	257 STALLS (ACTUAL)

EXISTING ON SITE SPACES TO BE REMOVED UNDER THIS PROJECT 46 STALLS
*THESE STALLS ARE EXISTING ON SITE WHICH WILL BE REMOVED DURING SITE DEMOLITION. THEY ARE NOT OFF-SITE STALLS

BUILDING A - TWO STORY, SINGLE TENANT

GROSS AREA		32,500 S.F.
NET		27,325 S.F.
PARKING (BASED ON NET)		
STANDARD STALLS	123	
ACCESSIBLE STALLS	12	
ACCESSIBLE VAN STALLS	2	
TOTAL STALLS REQUIRED AT BUILDING 'A'		137 STALLS
PARKING RATIO, TENANT REQUIRED		4.22/1000 GROSS
		5.01/1000 NET

BUILDING B - TWO STORY, MULTI-TENANT

GROSS		26,400 S.F.
NET		23,600 S.F.
PARKING (BASED ON NET)		
STANDARD STALLS	107 STALLS	
ACCESSIBLE STALLS	9	
ACCESSIBLE VAN STALLS	2	
TOTAL STALLS REQUIRED AT BUILDING 'B'		118 STALLS
PARKING RATIO		4.46/1000 GROSS
		5.0 / 1000 NET

ON STREET PARKING SPACES IMMEDIATELY ADJACENT TO NON-RESIDENTIAL DEVELOPMENT SITES IN THE DOWNTOWN DISTRICT MAY BE COUNTED TOWARDS THE REQUIRED NUMBER OF OFF-STREET PARKING SPACES FOR SAID NON-RESIDENTIAL USE PER SECTION III(E)(I)(C) OF THE DOWNTOWN CORONA REVITALIZATION SPECIFIC PLAN

PROJECT LOCATION
APN: 117181002, 003, 011, 012, 015, 016 AND 117186001, 002, 003, 004, 006, 007, 010, 011, 012, 013, 014
LEGAL DESCRIPTION: LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
PROJECT DESCRIPTION:
CONCRETE TILT-UP TWO STORY BUILDINGS WITH POURED-IN-PLACE CONCRETE OVER METAL DECKING SECOND FLOOR. BUILDINGS ARE M.O.B.'S (MEDICAL OFFICE BUILDINGS)
PROJECT DATA:
TYPE OF CONSTRUCTION: II-B
OCCUPANCY: B - GENERAL MEDICAL OFFICE
ZONING: COMMERCIAL / MIXED USE / SINGLE FAMILY
GENERAL PLAN: MUD / OP / LDR
SPECIFIC PLAN: 98-01
PROPOSED LAND USE: MEDICAL OFFICE / PARKING
FULLY SPRINKLERED
SPRINKLERS: FULLY SPRINKLERED
BUILDING HEIGHT:
BUILDING A: 39'-6"
BUILDING B: 38'-6"

LOT COVERAGE: 3.48 AC. (151,602 S.F.)
BUILDING A: 16,656 (BUILDING FOOTPRINT) / 76,065 = 21%
BUILDING B: 13,765 (BUILDING FOOTPRINT) / 75,537 = 18%
FLOOR AREA RATIO:
BUILDING A: 32,500 / 76,065 = 42.7%
BUILDING B: 26,400 / 75,537 = 34.9%

VICINITY MAP



Anthony C. Pings and Associates
Architecture
Planning and
Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10930 RENEW 12-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Site Plan

Project Number
421.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

PLAN CHECK

Revisions

No.	Revision Date:

Drawing

EXHIBIT A

Project Conditions
City of Corona

Project Number: PP2019-0003

Description: **PRECISE PLAN FOR TWO (2) MEDICAL OFFICE BUILDINGS**

Applied: **3/15/2019**

Approved:

Site Address: **SIXTH STREET AND BELLE BLVD ,**

Closed:

Expired:

Status: **INCOMPLETE**

Parent Project: **PM2019-0001**

Applicant: **THE BOURESTON COMPANIES**
650 TOWN CENTER DRIVE, SUITE 890 COSTA MESA CA, 92626

Details:

LIST OF CONDITIONS

DEPARTMENT	CONTACT
BUILDING	**Oscar Davalos**

1. BUILDING DEPARTMENT CONDITIONS
2. CONSTRUCTION DOCUMENTS NEED TO BE PREPARED IN ACCORDANCE TO CURRENT APPLICABLE BUILDING CODES.
3. Access, sanitary facilities, and parking shall comply with Title 24 Handicap Requirements.
4. Trash enclosures shall be designed accessible for people with disabilities. The enclosures need to include a compliant path of travel to the enclosures.
5. Construction activity shall not occur between the hours of 8:00 pm to 7:00 am, Monday thru Saturday and 6:00 pm to 10:00 am on Sundays and Federal Holidays.
6. Roofing material shall be Class A.
7. Submit five (5) complete sets of plans including the following - * Plot Plan * Foundation Plan * Floor Plan * Ceiling and roof framing plan * Electrical Plans (electrical service shall be underground per Corona Municipal Code Section 15.06), including size of main switch, number and size of service entrance conductors, circuit schedule and demand load. * Plumbing and sewer plan, isometric, including underground diagram, water piping diagram, sewer or septic tank location, fixture units, gas piping and vents, heating and air conditioning diagram. * Landscape and Irrigation plans; Submit four (4) complete sets detached from building plans. Landscape Maintenance District plans shall be submitted directly to the Public Works Department. Landscape plans shall be approved prior to the issuance of any Building Permits.
8. Submit two (2) sets of structural calculations, energy conservation calculations and soils reports. Architects/Engineers stamp and wet signature is required prior to submittal of plan check.
9. Upon tenant improvement plan check submittal there may be additional Building Department requirements.
10. Separate permits are required for all fences, walls and paving.
11. Comply with the Corona Burglary Ordinance # 15.52. Copies are available at the Building Department counter.
12. All contractors must show proof of State and City licenses, and workmen's compensation insurance to the City prior to the issuance of permits.
13. Business' shall not open for operation prior to posting of Certificate of Occupancy issued by the Building Department.
14. All Fees Including Development Fees Must Be Paid in Full Prior to NIC or C of O Issuance
15. All Fees Including City Impact Fees Must Be Paid in Full Prior to NIC or C of O Issuance

FIRE	Cindi Schmitz

1. Plans shall show a minimum drive width of 28 feet for designated fire lanes.
2. Provide plans for two (2) all weather surface access ways to be approved by the Fire Prevention Manager and construct the access way(s) to accommodate 70,000 lbs GVW during all phases of construction.
3. Dead end access drives shall not exceed one hundred fifty (150) feet in length.

EXHIBIT B

(Continued on next page)

FIRE	Cindi Schmitz

4. Provide a minimum twenty-five (25) foot inside and fifty (50) foot outside radius for access drive(s).
5. Street and drive grades shall not exceed 10% unless approved by the Fire Chief and City Engineer.
6. A minimum fire flow of 3000 gpm shall be provided.
7. The fire service waterline shall be looped and provided with two (2) separate points of connection.
8. Fire hydrants are to be spaced a maximum 250 feet apart.

PLANNING	Sandra Yang

1. This Precise Plan hereby allowed is conditional upon the privileges being utilized by the securing of the first permit thereof within two (2) years after the construction work is not begun within said time and carried on diligently to completion, this authorization shall become void, and any privilege or permit granted shall be deemed to have lapsed.
2. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC) and ordinances and the relevant Specific Plan, if any, including the payment of all required fees.
3. The applicant or his successor in interest shall comply with the mitigation measures established in the Mitigated Negative Declaration prepared for the project.
4. 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.
5. 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.
6. All landscape plans shall be prepared by a licensed professional. Plans shall be prepared in accordance with the Chapter 17.70 of the Corona Municipal Code and Landscape Design Guidelines for Commercial/Industrial Development (available at the Community Development Department).
7. Separate landscape plans shall be submitted at the time of building plan check and shall be approved prior to the issuance of a building permit. For landscape plan check, submit five (5) sets of the landscape plans to the City of Corona Building Divisoin for review and approval. The landscape plan checking fee is paid at the time of plan submittal. In addition, the developer shall submit a deposit in the amount of $5,000 to the Planning Division at the Community Development Department public counter to cover third-party landscape consulting fees. This fee is separate from the Building Division's standard plan check submittal fees. Any money left remaining from the deposit will be reimbursed to the developer at the completion of the project.
8. Approval of PP2019-0003 is contingent upon the approval of GPA2019-0001 and SPA2019-0001.
9. Three-foot high screen shrubs shall be provided for the parking spaces that are perpendicular to Sheridan Street and Belle Avenue. The shrubs shall be 36 inches in height at time of installation.
10. The monument sign on 6th Street shall be revised to comply with the maximum allowable sign height and size permitted by the Downtown Corona Revitalization Specific Plan for the Downtown District. The sign shall also be revised to be located behind the property line and outside of the applicable corner cut-off area as determined under CMC Section 17.70.050.

(Continued on next page)

PLANNING	Sandra Yang

11. Building signage shall be limited to no more than three sides of the building. On the side where signage is proposed, the aggregate total sign area for that particular side of the building shall not exceed a maximum allowable sign area based on a ratio of 1 square foot of sign area per 1 lineal building elevation up to a maximum of 150 square feet.
12. If a monument sign is proposed on Sheridan Street, the sign may be lit by ground mounted lighting only.
13. A minimum five-foot wide landscape planter shall be provided between the loading space and nearest parking stall.
14. The applicant shall enter into a shared parking agreement with the city for the on-street parking spaces on Belle Avenue prior to issuance of a Certificate of Occupancy.
15. The applicant shall install a temporary chain link fence with a dust tamer screen along the perimeters of the project site. The fence shall be in place prior to on-site grading activities.

PUBLIC WORKS	Jessica Kang

1. The Public Works and the Departments of Water and Power, Maintenance and Parks and Landscaping Conditions of Approval for the subject application and shall be completed at no cost to any government agency. All questions regarding the intent of the conditions shall be referred to the Public Works Department Land Development Section. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail.
2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions.
3. Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the Public Works Director that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property.
4. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
5. The submitted site plan shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said site plan to be resubmitted for further consideration.
6. The submitted parcel map shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said parcel map to be resubmitted for further consideration.
7. The developer shall construct or guarantee construction of the required improvements prior to recordation of the Parcel Map because the construction of the improvements is a necessary prerequisite to the orderly development of the surrounding area.
8. All conditions of approval shall be satisfied and the final parcel map prepared and accepted by the City for recordation within 24 months of its approval, unless an extension is granted by the City Council.
9. In the event that off-site right-of-way or easements are required for the City of Corona master plan facilities to comply with these conditions of approval, the developer is required to secure such right-of-way or easements at no cost to the City.
10. Any missing right-of-way along streets fronting the proposed project will be required for dedication on the subject Parcel Map.
11. All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Corona ordinances.
12. Prior to issuance of a Certificate of Occupancy, the developer shall cause the engineer of record to submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.

(Continued on next page)

PUBLIC WORKS	Jessica Kang

13. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:
(a) Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
(b) Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code 15.04.060, unless otherwise extended or shortened by the Public Works Director or Building Official.
(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

    Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the Public Works Director or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.
14. Prior to map recordation or issuance of a building permit, whichever occurs first, the developer shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are not limited to, the following:
a) All street facilities along W. Sixth Street, Belle Avenue and Sheridan Street
b) All drainage facilities along W. Sixth Street, Belle Avenue and Sheridan Street.
c) All required grading, including erosion control.
d) All required sewer, water and reclaimed water facilities.
e) All required landscaping.
f) All under grounding of overhead utilities, except for cables greater than 32k volts.
g) All improvements specified per the approved traffic study
15. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the Public Works Director.
16. Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Registered Engineer to the Public Works Department Land Development Section. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.
17. Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Public Works Department Land Development Section.
18. Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WDID # shall be displayed on the title sheet of the grading plans.
19. Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
20. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries.
21. Prior to issuance of building permits, the developer shall cause the civil engineer of record and soils engineer of record for the approved grading plans to submit pad certifications and compaction test reports for the subject lots where building permits are requested.
22. Prior to release of grading security, the developer shall cause the civil engineer of record for the approved grading plans to submit a set of as-built grading plans with respect to Water Quality Control facilities.
23. Prior to issuance of any grading permit, any environmental Phase I and Phase II findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented.

(Continued on next page)

PUBLIC WORKS	Jessica Kang

24. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the Public Works Director.
25. Prior to the issuance of a grading permit, a Final WQMP, prepared in substantial conformance with the approved Preliminary WQMP, shall be submitted to the Public Works Land Development Section for approval. Upon its final approval, the applicant shall submit one copy on a CD-ROM in PDF format.
26. Prior to the issuance of the first Certificate of Occupancy, the applicant shall record Covenants, Conditions and Restrictions (CC&R's) or enter into an acceptable maintenance agreement with the City to inform future property owners to implement the approved WQMP and maintain onsite BMPs.
27. Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future homeowners and/or occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.
28. Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational.
29. All the drainage design criteria shall be per City of Corona standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the Public Works Director.
30. Prior to recordation or approval of any improvement plans, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.
31. Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall address the following: The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. All residential lots shall drain toward the street. Lot drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system. Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks. All non-residential lots shall drain toward an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains.
32. Street design criteria and cross sections shall be per City of Corona standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the Public Works Director.
33. Prior to map recordation or issuance of a building permit, whichever comes first, the applicant shall offer for dedication all required street rights-of-way (list streets names and the required footage). Said dedication shall continue in force until the City accepts or abandons such offers. All dedications shall be free of all encumbrances and approved by the Public Works Director.
34. Any missing right-of-way along streets fronting the proposed project will be required for dedication on the subject Parcel Map. Additional dedication shall be required for the following public streets:
    a) Sixth Street to 90' ultimate right-of-way width.
    b) Belle Avenue to 80' ultimate right-of-way width.
    c) Sheridan Street to 60' ultimate right-of-way width.
35. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall include the following:
    a) All local and/or major arterial highways' vertical and horizontal alignments shall be approved by the Director of the Public Works Department.
    b) All driveways shall conform to the applicable City of Corona standards and shall be shown on the street improvement plans.
    c) All street intersections shall be at ninety (90) degrees or as approved by the Public Works Director.
    d) All reverse curves shall have a minimum tangent of fifty (50) feet in length.
    e) Under grounding of existing and proposed utility lines.
    f) Street lights.
    g) All other public improvements shall conform to City of Corona standards.

(Continued on next page)

PUBLIC WORKS	Jessica Kang

36. The developer shall be responsible for any missing public improvements along Sixth Street, Sheridan Street, and Belle Avenue. Street improvements along project frontages will be required for half width plus 10 additional feet, unless otherwise specified, along with any necessary transitions. This includes, but is not limited to the following:
a) Sheridan Street shall be widened to 60' ultimate width with full improvements, per Corona General Plan and Downtown Specific plan. Widening improvements shall include a proposed bus stop per City standards, and a transition of full widening improvements beyond 7th Street, or as approved by the City Engineer.
b)Belle Avenue shall be fully improved to 80' ultimate right-of-way width. Proposed on-street parking design shall be approved and coordinated with City of Corona Traffic Engineering.
c) Sixth Street shall be widened to 90' ultimate right-of-way width (50-ft from centerline to south right-of-way). This will include a 10' dedication of public right-of-way in certain locations along the project frontage. The developer shall be responsible for any missing public improvements along the project frontage, and rebuilding existing access drives to current standards. A portion of Sixth Street will be widened and fully constructed -the remainder will require full grind and overlay along the project frontage to 1/2 plus 10' street width.
37. Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved to half width plus ten (10) additional feet unless otherwise approved by the Public Works Director. At the discretion of the applicant, the existing pavement maybe cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind.
38. Prior to release of public improvement security, the developer shall cause the civil engineer of record for the approved improvement plans to submit a set of as-built plans for review and approval by the Public Works Department.
39. Prior to acceptance of improvements, the Public Works Director may determine that aggregate slurry, as defined in the Standard Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until said acceptance takes place.
40. Prior to map recordation the applicant shall annex this project into a City of Corona Community Facilities District (CFD) 2016-3 (Maintenance Services). All assessable parcels therein shall be subject to annual CFD charges (special taxes or assessments). The developer shall be responsible for all costs incurred during annexation into the CFDs.
41. Prior to issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all development fees, including but not limited to Development Impact Fees (DIF) per City Municipal Code 16.23 and Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 16.21. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances.
42. Prior to final map recordation the applicant shall prepare a disclosure statement indicating that the property is within an Assessment District, Community Facilities District and/or Landscape Maintenance District and will be subject to an annual levy. The disclosure statement is subject to the review and approval of the Public Works Department and shall be recorded concurrently with the final map.
43. Prior to issuance of a Certificate of Occupancy, all proposed parkway, slope maintenance, and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed.
44. Prior to the issuance of a Certificate of Occupancy, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the developer, or developer's successors in interest, at no cost to the City of Corona.
45. All the potable water, reclaimed water, and sewer design criteria shall be per City of Corona Department of Water and Power standards and Riverside County Department of Health Services Standards unless otherwise approved by the Public Works and Department of Water and Power Directors.
46. Prior to recordation or approval of improvement plans, the applicant shall obtain all necessary easements for any required offsite water and sewer facilities.
47. Prior to issuance of any building permits, including model home permits, a domestic water and fire flow system shall be approved by the Public Works Department and constructed by the developer, to the satisfaction of the Public Works Director and Fire Chief.

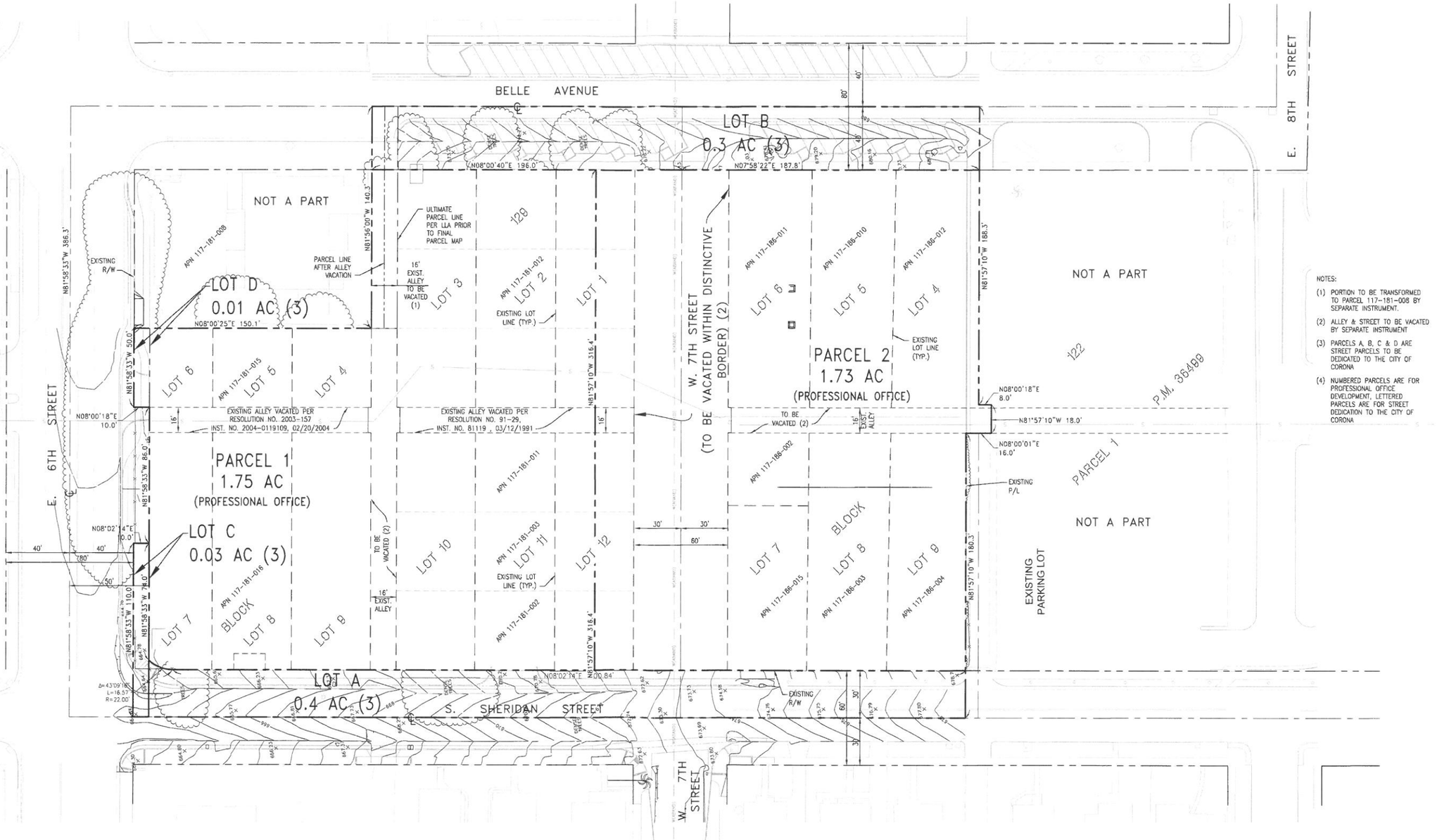
(Continued on next page)

PUBLIC WORKS	Jessica Kang

48. Prior to improvement plans approval, the applicant shall ensure that all water meters, fire hydrants or other water appurtenances shall not be located within a drive aisle or path of travel.
49. Prior to issuance of any building permits, the developer shall pay all water and sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate water and sewer fees.
50. Prior to recordation or approval of improvement plans, when applicable, the applicant shall submit detailed potable water, reclaimed water and sewer studies, prepared by a registered civil engineer, which shall be submitted to the Public Works Department Land Development Section for review and approval. The study shall analyze the existing and proposed sewer and water facilities. Results of the system analysis may require special construction for the potable water, reclaimed water and sewer systems, such as upsizing downstream sewer lines, installing pressure regulators, booster pumps, special material for pipeline construction, backwater valves and construction of other appurtenances as necessary to serve the proposed development. Effects of the proposed development, engineering analysis and special construction requirements shall be submitted for review and approval by the Public Works Department and the Department of Water and Power.
51. Prior to building permit issuance, the applicant shall construct or guarantee the construction of all required public improvements including but not limited to, the potable water line, sewer line, reclaimed water line, potable water services, sewer laterals, reclaimed water services, double detector check assemblies and reduced pressure principle assemblies within the public right of way and-or easements.
52. The applicant shall dedicate easements for all public water, reclaimed water, sewer and electric facilities needed to serve the project in accordance the Department of Water and Power standards. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public water and sewer facilities shall be provided a minimum 20 foot wide paved access road unless otherwise approved by the General Manager. Structures and trees shall not be constructed or installed within a public utility easement.
53. Prior to map recordation or building permit issuance, whichever comes first, the applicant shall construct or guarantee the construction of a private fire system with double detector check assemblies at all public fire services to the satisfaction of the Department of Water and Power and Fire Chief.
54. Fire Hydrants shall be a maximum 250-300 feet apart or as directed by the Fire Department.
55. Manhole rim elevations shall be lower than all pad elevations immediately downstream. Otherwise a back flow prevention valve will be required.
56. Static pressures exceeding 80 psi require an individual pressure regulator.
57. The applicant shall provide a separate irrigation water service for all HOA- CFD landscaped lots or easements.
58. The landscape plans of all parkway and Landscape Maintenance District (LMD) and Community Facilities District (CFD) lots shall be prepared by a licensed Landscape Architect and shall be submitted to the City for review and approval.
59. The developer shall install automatic irrigation to all street trees separated from adjacent residences by a fence or wall prior to the issuance of a Certificate of Occupancy.
60. There are several existing alleys within the project boundary that are required to be vacated per this application. All alleys to be vacated per this application, shall be done so concurrently with the redecoration of the Parcel Map. A lot line adjustment will be required at the time of map recordation for the portion of existing east/west alley adjacent to the NAP parcel on PM37565.
61. Public improvements necessary to support any existing or proposed bus routes along Sherdian Street and Belle Avenue, shall be completed prior to vacation of 7th Street. Coordination for any re-routing of existing buses shall be through the City of Corona Traffic/Transportation Division.
62. The developer shall submit for review and approval CC&Rs for onsite BMP facility maintenance, and maintenance of onsite shared facilities. CC&Rs shall be recorded concurrently with the final map. Reciprocal access shall be granted for shared facilities on the map, or a reciprocal access agreement shall be recorded concurrently with the CC&Rs and final map.

PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 OF BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



NOTES:

(1) PORTION TO BE TRANSFORMED TO PARCEL 117-181-008 BY SEPARATE INSTRUMENT.

(2) ALLEY & STREET TO BE VACATED BY SEPARATE INSTRUMENT

(3) PARCELS A, B, C & D ARE STREET PARCELS TO BE DEDICATED TO THE CITY OF CORONA

(4) NUMBERED PARCELS ARE FOR PROFESSIONAL OFFICE DEVELOPMENT, LETTERED PARCELS ARE FOR STREET DEDICATION TO THE CITY OF CORONA

30' 0' 15' 30'
SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

MAY 2019

DRAWN BY: DB/GG
DESIGNED BY: DB/GG
CHECKED BY: MN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

PARCEL MAP No. 37565

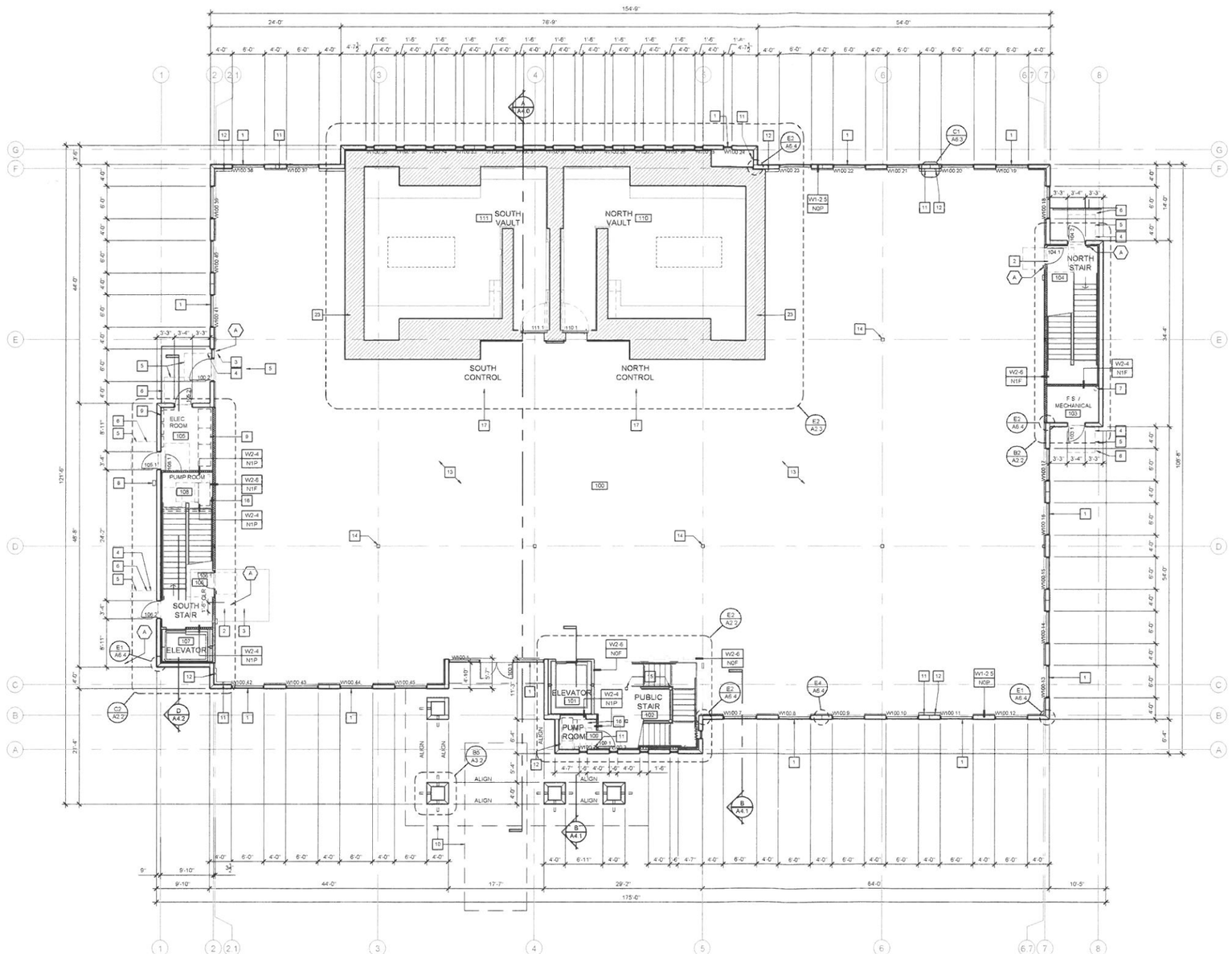
PARCELS (EXISTING & PROPOSED)
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

PERMIT # ---
PLAN CK # ---
SHEET 2

F:\Projects\832\003\Plans\Entitlements\Tentative Parcel Map\832-003-tp

05/22/2019 | PARCEL MAP 37565 | FINAL SUBMITTAL

EXHIBIT C



FLOOR PLAN KEYED NOTES

NO	DESCRIPTION
1	CURTAINWALL / GLAZING SYSTEM. VERIFY ALL CONDITIONS
2	PROVIDE 18" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL SIDE OF DOOR AT INTERIOR DOORS. PER DTL. E3/A6.0
3	PROVIDE 12" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL PUSH SIDE OF DOOR. PER DTL. E3/A6.0
4	PROVIDE 24" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL SIDE OF DOOR. PER DTL. E3/A6.0
5	MAINTAIN 60" CLEAR IN FRONT AND 48" BEHIND DOOR. PER DETAIL E3/A6.0
6	NEW CONCRETE SLAB AND WALK AT DOOR - SEE SITE PLAN A1.0
7	INDICATES FIRE SPRINKLER RISER
8	INDICATES PROPOSED GAS METER LOCATION
9	INDICATES ELECTRICAL PANELS - SEE ELECTRICAL
10	LINE OF ENTRY CANOPY
11	INDICATES ROOF DRAIN DOWN WALL - DAYLIGHT AT GRADE - SEE DTL. C5/A1.2 AND C1/A6.3
12	INDICATES ROOF OVERFLOW DRAIN DOWN WALL - DAYLIGHT AT WALL - SEE DTL. A5/A6.5 AND C1/A6.3
13	CONCRETE SLAB ON GRADE w/ SAND AND VAPOR BARRIER
14	INDICATES STRUCTURAL COLUMNS
15	STAIRWELL COLUMNS (IN THIS PERMIT) - SEE STRUCTURAL
16	INDICATES ELEVATOR EQUIPMENT
17	INDICATES SCHEMATIC LAYOUT OF CONTROL ROOM (LAYOUT PER T.I. DOCUMENTS)
18	INDICATES LOCATION OF MECHANICAL SHAFT PENETRATIONS THROUGH FLOOR DECK (COORDINATE EXACT LOCATION WITH T.I. DOCUMENTS)
19	LOCATIONS OF WET UTILITIES AT COLUMNS - SEE PLUMBING
20	INDICATES LINE OF CONCRETE VAULT BELOW - NO PENETRATIONS ALLOWED
21	CONCRETE SLAB of METAL DECK - SEE STRUCTURAL
22	INDICATES LINE OF ARCHITECTURAL CANOPIES AT WINDOWS
23	CONCRETE VAULT - (SEE T.I. DOCUMENTS FOR BUILD-OUT)

LEGEND

SYMBOL	DESCRIPTION
	SEE FLOOR PLAN KEYED NOTES - THIS SHEET
	DETAIL CUT - SEE DETAIL SHTS A6.0-A6.6
	DOOR. SEE DOOR SCHEDULE - SHEET A1.4
	WINDOW. SEE WINDOW SCHEDULE - SHEET A1.4

EXITING GENERAL NOTES

NO.	DESCRIPTION
A	EACH GRADE LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD 'EXIT'
B	EACH EXIT DOOR THAT LEADS TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE: 1. 'EXIT STAIR DOWN'. 2. 'EXIT RAMP DOWN'. 3. EXIT STAIR UP'. 4. 'EXIT RAMP UP'
C	EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE SIGN WITH THE WORDS 'EXIT ROUTE'
D	EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'EXIT ROUTE'
E	EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'TO EXIT'

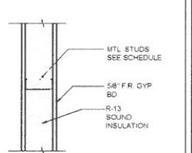
GENERAL NOTES

1. FOR TYPICAL WALL FRAMING - SEE DTL. B4/A6.4
2. PARTIAL HEIGHT WALLS PER DTL. D3/A6.3
3. FULL HEIGHT WALLS PER DTL. E2/A6.3

WALL TYPES

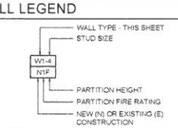


W1	INTERIOR WALL		
NO	STUD	SPACING	INSUL
W1-2.5	2.5" - 20 GA	16" O.C.	R-8
W1-4	4" - 20 GA	16" O.C.	R-13



W2	INTERIOR WALL		
NO	STUD	SPACING	INSUL
W2-2.5	2.5" - 20 GA	16" O.C.	R-8
W2-4	4" - 20 GA	16" O.C.	R-13
W2-4	6" - 20 GA	16" O.C.	R-13

WALL LEGEND



PARTITION FIRE RATING

0	NON-RATED
1	1 - HOUR PARTITION

PARTITION HEIGHT

F	FULL HEIGHT TO ROOF DECK - ATTACH PER DTL. E2/A6.3
P	PARTIAL HEIGHT (MIN. 4" ABOVE ADJACENT HORZ. CEILING) BRACE TO ROOF DECK - PER DTL. D3/A6.3

BUILDING S.F.	
FIRST FLOOR	16,650 S.F.
SECOND FLOOR	15,850 S.F.
	32,500 S.F.

NORTH

OVERALL FLOOR PLAN - GROUND FLOOR - BUILDING "A"
SCALE: 1/8" = 1'-0"

Anthony C. Pings and Associates
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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10630 REN 02-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corporate Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Floor Plan - Ground Floor - Bldg. A

Project Number	421.0
Project Contact:	ANTHONY PINGS
Scale:	AS NOTED

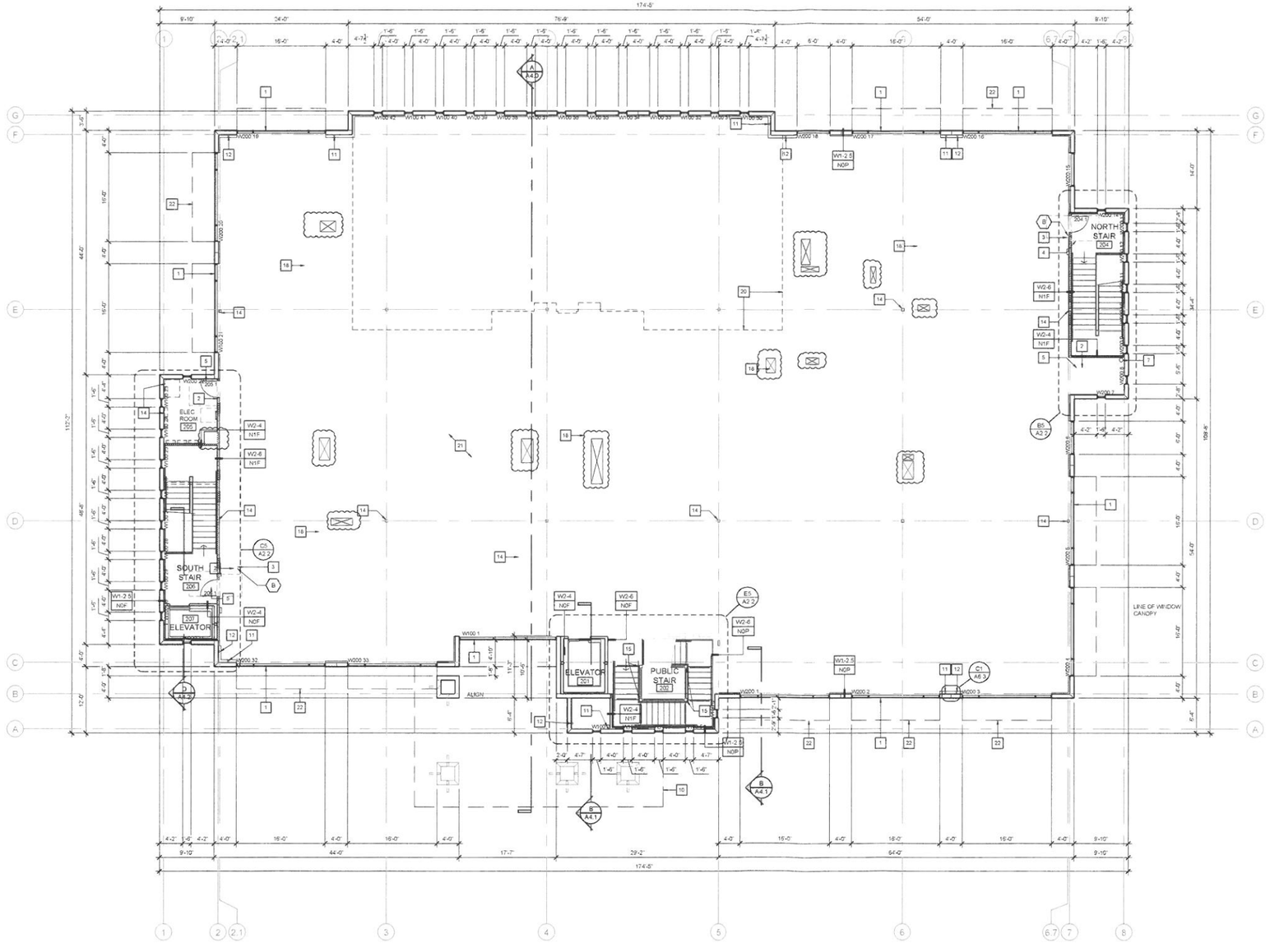
Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

Revisions No.	Revision Date:

PLAN CHECK

Drawing
A2.0

EXHIBIT D1



OVERALL FLOOR PLAN - SECOND FLOOR - BUILDING "A"

SCALE 1/8" = 1'-0"

FLOOR PLAN KEYED NOTES

NO	DESCRIPTION
1	CURTAINWALL / GLAZING SYSTEM. VERIFY ALL CONDITIONS
2	PROVIDE 18" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL SIDE OF DOOR AT INTERIOR DOORS PER DTL. E3/A6.0
3	PROVIDE 12" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL PUSH SIDE OF DOOR PER DTL. E3/A6.0
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5	MAINTAIN 60" CLEAR IN FRONT AND 48" BEHIND DOOR PER DETAIL E3/A6.0
6	NEW CONCRETE SLAB AND WALK AT DOOR - SEE SITE PLAN A1.0
7	INDICATES FIRE SPRINKLER RISER
8	INDICATES PROPOSED GAS METER LOCATION
9	INDICATES ELECTRICAL PANELS – SEE ELECTRICAL
10	LINE OF ENTRY CANOPY
11	INDICATES ROOF DRAIN DOWN WALL - DAYLIGHT AT GRADE - SEE DTL. C5/A1.2 AND C1/A6.3
12	INDICATES ROOF OVERFLOW DRAIN DOWN WALL - DAYLIGHT AT WALL - SEE DTL. A5/A6.5 AND C1/A6.3
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21	CONCRETE SLAB or METAL DECK - SEE STRUCTURAL
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23	CONCRETE VAULT - (SEE T.I. DOCUMENTS FOR BUILD-OUT)

LEGEND

SYMBOL	DESCRIPTION
	SEE FLOOR PLAN KEYED NOTES - THIS SHEET
	DETAIL CUT - SEE DETAIL SHTS. A6.0-A6.6
	DOOR. SEE DOOR SCHEDULE - SHEET A1.4
	WINDOW. SEE WINDOW SCHEDULE - SHEET A1.4

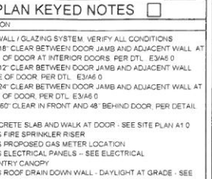
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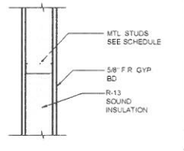
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2 PARTIAL HEIGHT WALLS PER DTL. D3/A6.3
3 FULL HEIGHT WALLS PER DTL. E2/A6.3

WALL TYPES

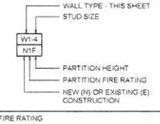


W1	INTERIOR WALL		
NO	STUD	SPACING	INSUL
W1-2.5	2.5" - 20 GA	16" O.C.	R-8
W1-4	4" - 20 GA	16" O.C.	R-13



W2	INTERIOR WALL		
NO	STUD	SPACING	INSUL
W2-2.5	2.5" - 20 GA	16" O.C.	R-8
W2-4	4" - 20 GA	16" O.C.	R-13
W2-6	6" - 20 GA	16" O.C.	R-13

WALL LEGEND



PARTITION FIRE RATING

0	NON-RATED
1	1 - HOUR PARTITION

PARTITION HEIGHT

F	FULL HEIGHT TO ROOF DECK - ATTACH PER DTL. E2/A6.3
P	PARTIAL HEIGHT (MIN. 4' ABOVE ADJACENT HORZ. CEILING)- BRACE TO ROOF DECK - PER DTL. D3/A6.3

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10630 REN 12-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Floor Plan - Second Floor - Bldg. A

Project Number
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Project Contact:
ANTHONY PINGS

Scale:
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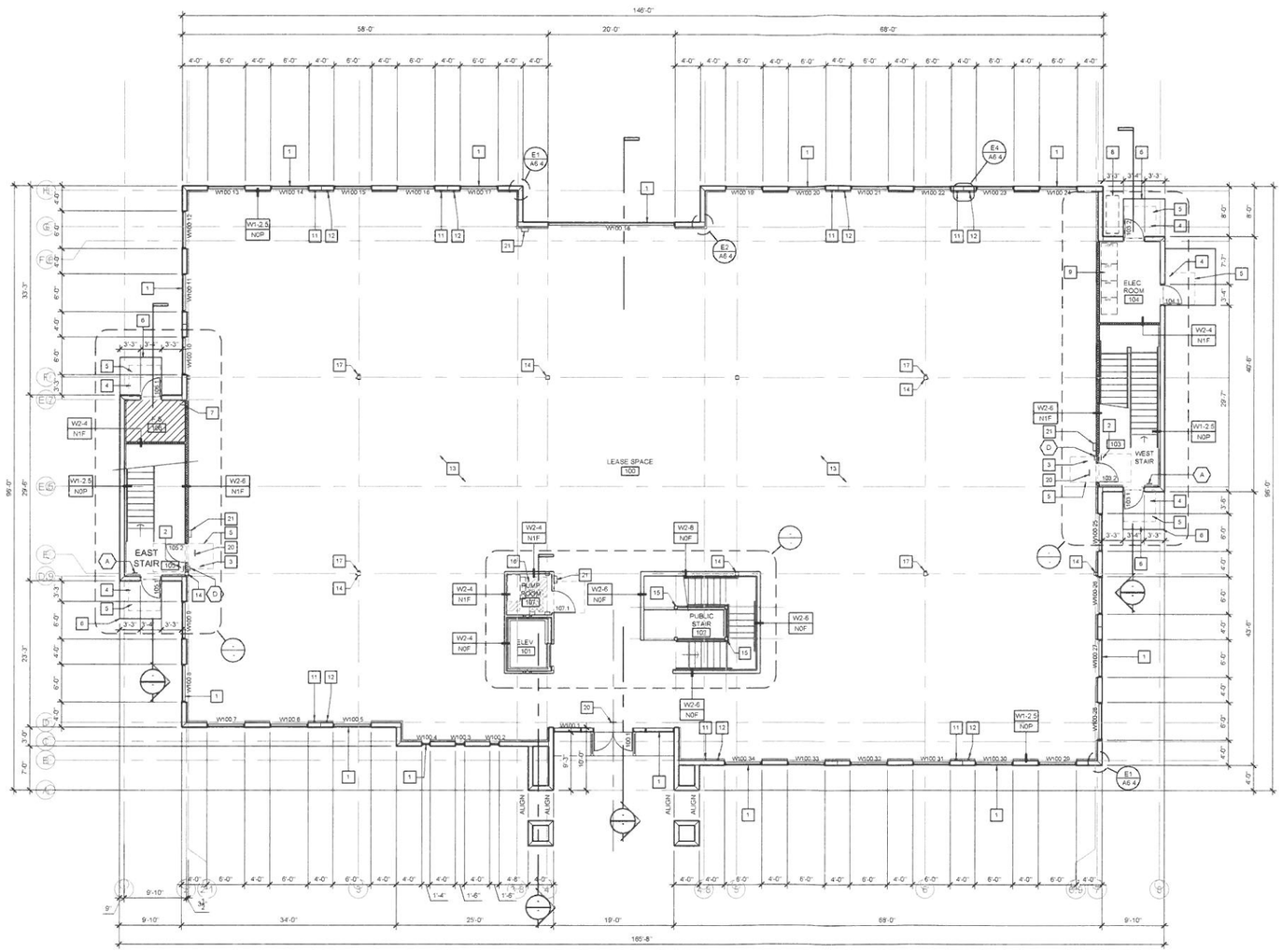
Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

PLAN CHECK

Revisions

No.	Revision Date:

Drawing
A2.1
Sheet of



OVERALL FLOOR PLAN - GROUND FLOOR - BUILDING "B"
SCALE 1/8" = 1'-0"

NORTH

FLOOR PLAN KEYED NOTES

NO	DESCRIPTION
1	CURTAINWALL / GLAZING SYSTEM, VERIFY ALL CONDITIONS
2	PROVIDE 18" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL SIDE OF DOOR AT INTERIOR DOORS, PER DTL. E3/A6.0
3	PROVIDE 12" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL PUSH SIDE OF DOOR, PER DTL. E3/A6.0
4	PROVIDE 24" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL SIDE OF DOOR, PER DTL. E3/A6.0
5	MAINTAIN 60" CLEAR IN FRONT AND 48" BEHIND DOOR, PER DETAIL E3/A6.0
6	NEW CONCRETE SLAB AND WALK AT DOOR - SEE SITE PLAN A1.0
7	INDICATES FIRE SPRINKLER RISER
8	INDICATES PROPOSED GAS METER LOCATION
9	INDICATES ELECTRICAL PANELS – SEE ELECTRICAL
10	INDICATES LINE OF ARCHITECTURAL CANOPIES AT WINDOWS
11	INDICATES ROOF DRAIN DOWN WALL - DAYLIGHT AT GRADE - SEE DTL. C5/A1.2 AND C1/A6.3
12	INDICATES ROOF OVERFLOW DRAIN DOWN WALL - DAYLIGHT AT WALL - SEE DTL. A5/A6.5 AND C1/A6.3
13	CONCRETE SLAB ON GRADE w/ SAND AND VAPOR BARRIER
14	INDICATES STRUCTURAL COLUMNS
15	STAIRWELL COLUMNS (IN THIS PERMIT) - SEE STRUCTURAL
16	INDICATES ELEVATOR EQUIPMENT
17	LOCATIONS OF WET UTILITIES AT COLUMNS - SEE PLUMBING
18	INDICATES LOCATION OF MECHANICAL SHAFT PENETRATIONS THROUGH FLOOR DECK (COORDINATE EXACT LOCATION WITH T.I. DOCUMENTS)
19	CONCRETE SLAB of METAL DECK - SEE STRUCTURAL
20	TEMPORARY EXIT SIGN (ABOVE DOOR) ILLUMINATED (EXIT FOR SHELL SPACE)
21	WALL MOUNTED 2A10BC FIRE EXTINGUISHER (TEMPORARY AT SHELL SPACE)
22	LINE OF 1 HR. WALL BELOW

LEGEND

SYMBOL	DESCRIPTION
	SEE FLOOR PLAN KEYED NOTES - THIS SHEET
100.1	DETAIL CUT - SEE DETAIL SHTS. A6.0-A6.6
	DOOR, SEE DOOR SCHEDULE - SHEET A1.4
W100.0	WINDOW, SEE WINDOW SCHEDULE - SHEET A1.4

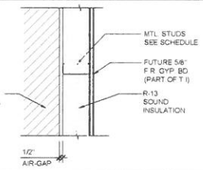
TACTILE EXITING NOTES

NO.	DESCRIPTION
A	EACH GRADE LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD 'EXIT'
B	EACH EXIT DOOR THAT LEADS TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE: 1. 'EXIT STAIR DOWN'; 2. 'EXIT RAMP DOWN'; 3. 'EXIT STAIR UP'; 4. 'EXIT RAMP UP'
C	EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE SIGN WITH THE WORDS 'EXIT ROUTE'
D	EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'EXIT ROUTE'
E	EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'TO EXIT'

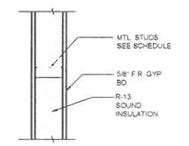
GENERAL NOTES

1. FOR TYPICAL WALL FRAMING - SEE DTL. B4/A6.4
2. PARTIAL HEIGHT WALLS PER DTL. D3/A6.3
3. FULL HEIGHT WALLS PER DTL. E2/A6.3

WALL TYPES

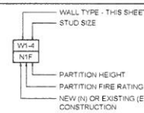


W1	INTERIOR WALL		
NO.	STUD	SPACING	INSUL.
W1-2.5	2.5" - 20 GA	16" O.C.	R-8
W1-4	4" - 20 GA	16" O.C.	R-13



W2	INTERIOR WALL		
NO.	STUD	SPACING	INSUL.
W2-2.5	2.5" - 20 GA	16" O.C.	R-8
W2-4	4" - 20 GA	16" O.C.	R-13
W2-4	6" - 20 GA	16" O.C.	R-13
W2-8	8" - 20 GA	16" O.C.	R-13

WALL LEGEND



PARTITION FIRE RATING

0	NON-RATED
1	1 - HOUR PARTITION

PARTITION HEIGHT

F	FULL HEIGHT TO ROOF DECK - ATTACH PER DTL. E2/A6.3
P	PARTIAL HEIGHT (MIN. 4" ABOVE ADJACENT HORZ. CEILING)- BRACE TO ROOF DECK - PER DTL. D3/A6.3

Anthony C. Pings and Associates
Architecture Planning and Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 560-439-0708
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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10630 REN 02-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for
Corona Medical Center
Medical Office Building "B"

Sixth Street and Belle Ave.
Corona, Ca

Sheet Title:
Overall Floor Plan - Ground Floor - Bldg. B

Project Number
422.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY

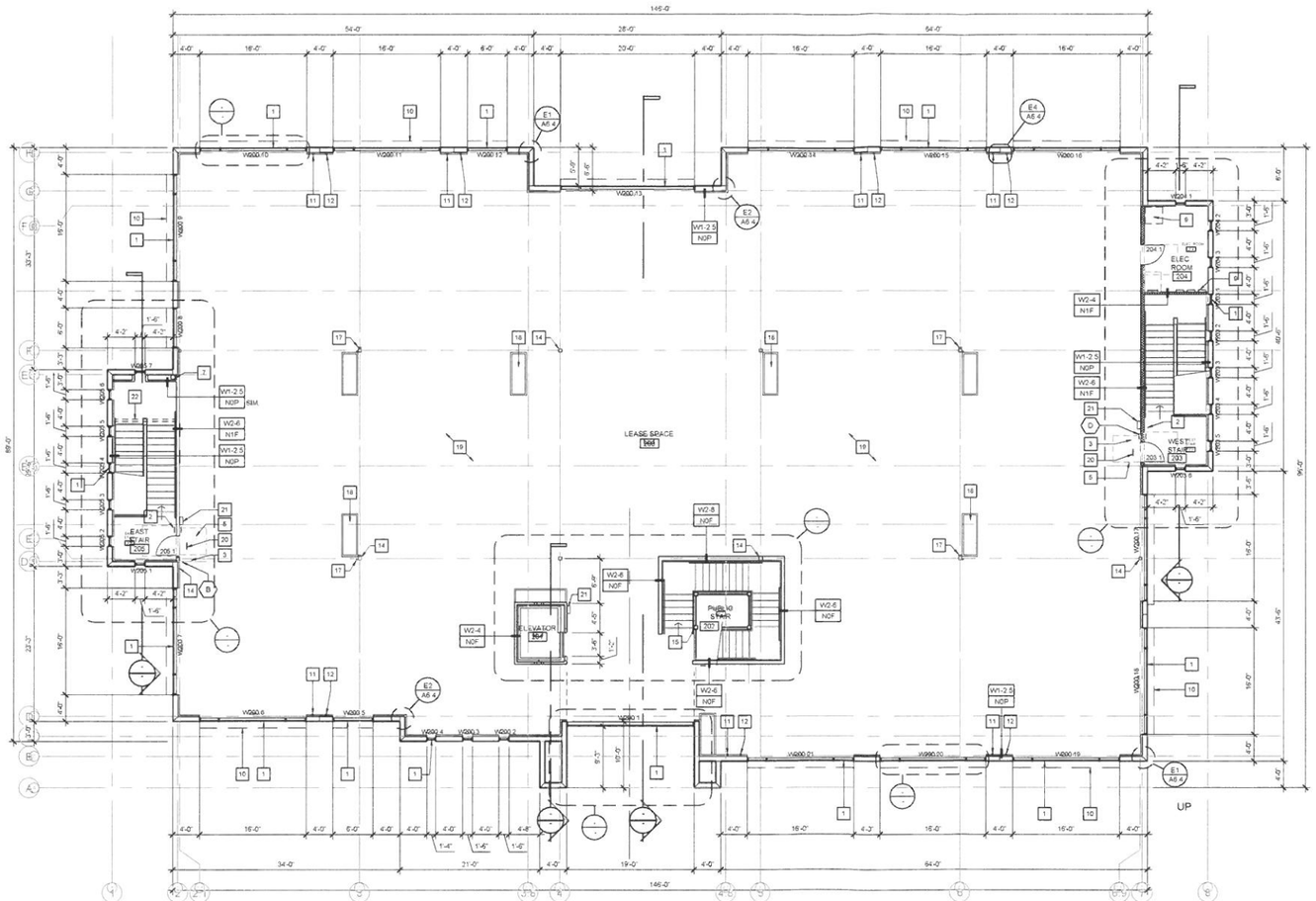
Revisions

No.	Revision Date:

PRELIMINARY

Drawing
A2.0

EXHIBIT D2



OVERALL FLOOR PLAN - SECOND FLOOR - BUILDING "B"
SCALE 1/8"=1'-0"

OOR PLAN KEYED NOTES

ESCRIPTION

URTAINWALL / GLAZING SYSTEM. VERIFY ALL CONDITIONS
ROVIDE 18" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL IDE OF DOOR AT INTERIOR DOORS. PER DTL. E3/A6.0
ROVIDE 12" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL PUSH IDE OF DOOR. PER DTL. E3/A6.0
ROVIDE 24" CLEAR BETWEEN DOOR JAMB AND ADJACENT WALL AT PULL IDE OF DOOR. PER DTL. E3/A6.0
AINTAIN 60" CLEAR IN FRONT AND 48" BEHIND DOOR. PER DETAIL E3/A6.0
EW CONCRETE SLAB AND WALK AT DOOR - SEE SITE PLAN A1.0
NDICATES FIRE SPRINKLER RISER
NDICATES PROPOSED GAS METER LOCATION
NDICATES ELECTRICAL PANELS – SEE ELECTRICAL
NDICATES LINE OF ARCHITECTURAL CANOPIES AT WINDOWS
NDICATES ROOF DRAIN DOWN WALL - DAYLIGHT AT GRADE - SEE DTL S/A1.2 AND C1/A6.3
NDICATES ROOF OVERFLOW DRAIN DOWN WALL - DAYLIGHT AT WALL - EE DTL. A5/A6.5 AND C1/A6.3
ONCRETE SLAB ON GRADE w/ SAND AND VAPOR BARRIER
NDICATES STRUCTURAL COLUMNS
TAIRWELL COLUMNS (IN THIS PERMIT) - SEE STRUCTURAL
NDICATES ELEVATOR EQUIPMENT
OCATIONS OF WET UTILITIES AT COLUMNS - SEE PLUMBING
NDICATES LOCATION OF MECHANICAL SHAFT PENETRATIONS THROUGH LOOR DECK (COORDINATE EXACT LOCATION WITH T.I. DOCUMENTS)
ONCRETE SLAB or METAL DECK - SEE STRUCTURAL
EMPORARY EXIT SIGN (ABOVE DOOR) ILLUMINATED (EXIT FOR SHELL SPACE)
ALL MOUNTED 2A10BC FIRE EXTINGUISHER (TEMPORARY AT SHELL SPACE)
INE OF 1 HR. WALL BELOW

GEND

MBOL	DESCRIPTION
	SEE FLOOR PLAN KEYED NOTES - THIS SHEET
	DETAIL CUT - SEE DETAIL SHTS. A6.0-A6.6
100.1	DOOR. SEE DOOR SCHEDULE - SHEET A1.4
100.0	WINDOW. SEE WINDOW SCHEDULE - SHEET A1.4

CTILE EXITING NOTES

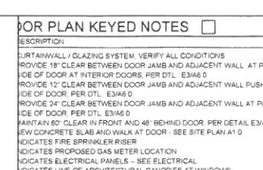
DESCRIPTION

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ACH EXIT DOOR THAT LEADS TO A GRADE LEVEL EXTERIOR EXIT BY EANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE XIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE: 1. 'EXIT STAIR OWN'; 2. 'EXIT RAMP DOWN'; 3. 'EXIT STAIR UP'; 4. 'EXIT RAMP UP'
ACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE LEVEL EXTERIOR IT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL E IDENTIFIED BY A TACTILE SIGN WITH THE WORDS 'EXIT ROUTE'
ACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'EXIT ROUTE'
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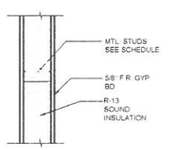
NERAL NOTES

TYPICAL WALL FRAMING - SEE DTL. B4/A6.4
TIAL HEIGHT WALLS PER DTL. D3/A6.3
L HEIGHT WALLS PER DTL. E2/A6.3

L TYPES

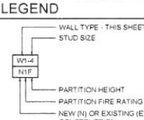


INTERIOR WALL		
STUD	SPACING	INSUL.
2.5" - 20 GA	16" O.C.	R-8
4" - 20 GA	16" O.C.	R-13



INTERIOR WALL		
STUD	SPACING	INSUL.
2.5" - 20 GA	16" O.C.	R-8
4" - 20 GA	16" O.C.	R-13
6" - 20 GA	16" O.C.	R-13
8" - 20 GA	16" O.C.	R-13

LL LEGEND



ION FIRE RATING
NON-RATED
- HOUR PARTITION
ION HEIGHT
FULL HEIGHT TO ROOF DECK - ATTACH PER DTL. E2/A6.3
PARTIAL HEIGHT (MIN. 4" ABOVE ADJACENT HORZ. CEILING) BRACE TO ROOF DECK - PER DTL. D3/A6.3

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10830 REN 10-31-19 STATE OF CALIFORNIA

Project Architect Approval

Consultant

Project Name:

Shell Building for
Corona Medical Center
Medical Office Building

Sixth Street and Belle Ave.
Corona, Ca

Sheet Title:
Overall Floor Plan - Second Floor - Bldg. "B"

Project Number
422.0
Project Contact:
ANTHONY PINGS
Scale:
AS NOTED

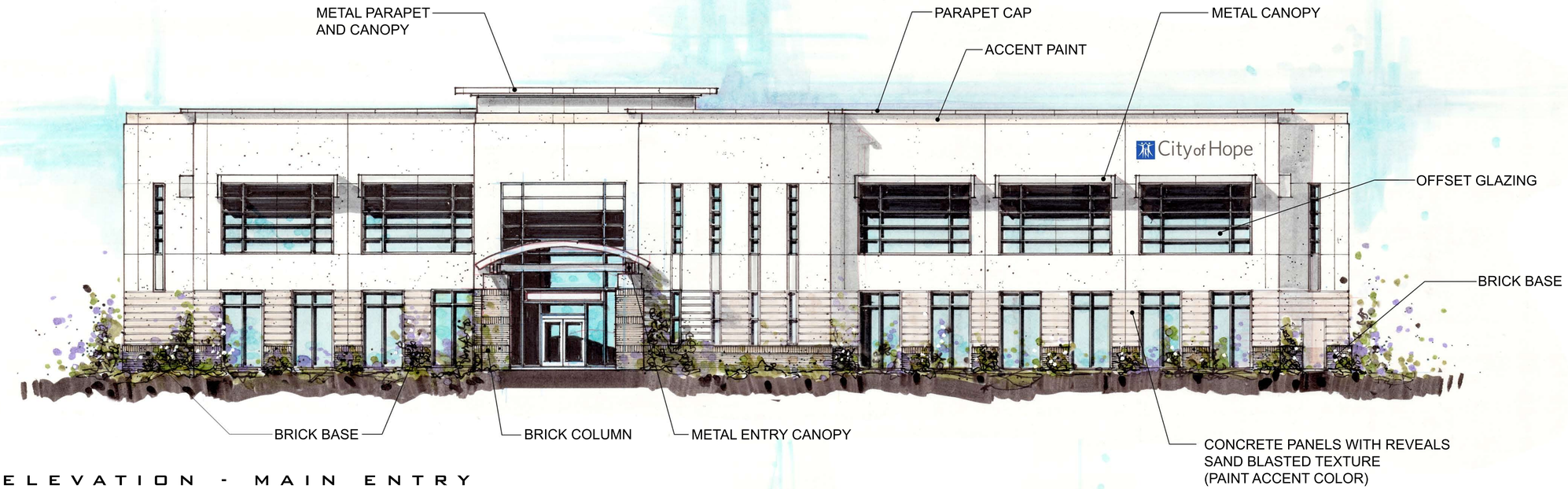
Issue Date:	Issue Description
3-8-17	PRELIMINARY

Revisions

No.	Revision Date:

PRELIMINARY

Drawing
A2.1
Sheet of



EAST ELEVATION - MAIN ENTRY



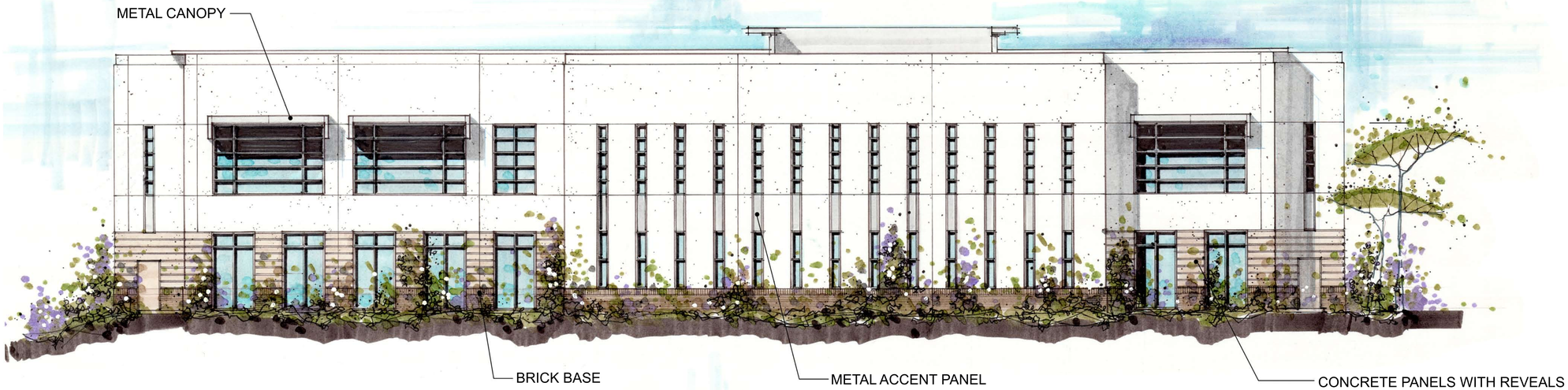
SOUTH ELEVATION

EXTERIOR ELEVATION - BUILDING A
SIXTH STREET AND BELLE AVE.
CORONA, CA.

6-11-19

PINGS

EXHIBIT E



WEST ELEVATION - SHERIDAN STREET



NORTH ELEVATION - W. SIXTH STREET

EXTERIOR ELEVATION - BUILDING A
SIXTH STREET AND BELLE AVE.
CORONA, CA.

6-11-19

PINGS



NORTH ELEVATION - MAIN ENTRY



EAST ELEVATION - BELLE AVENUE

EXTERIOR ELEVATION - BUILDING B
SIXTH STREET AND BELLE AVE.
CORONA, CA.

6-18-19

EXHIBIT F



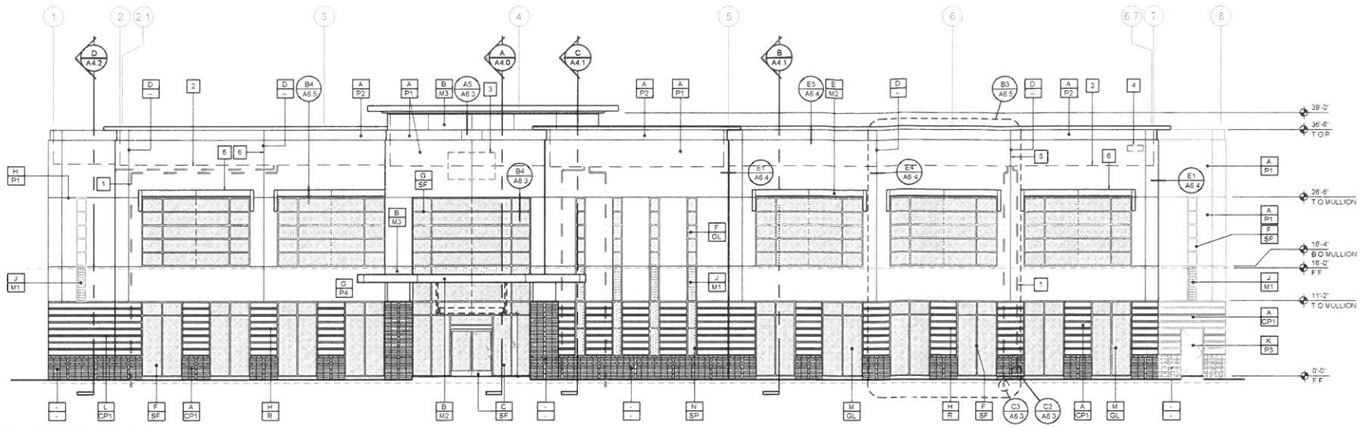
SOUTH ELEVATION



WEST ELEVATION

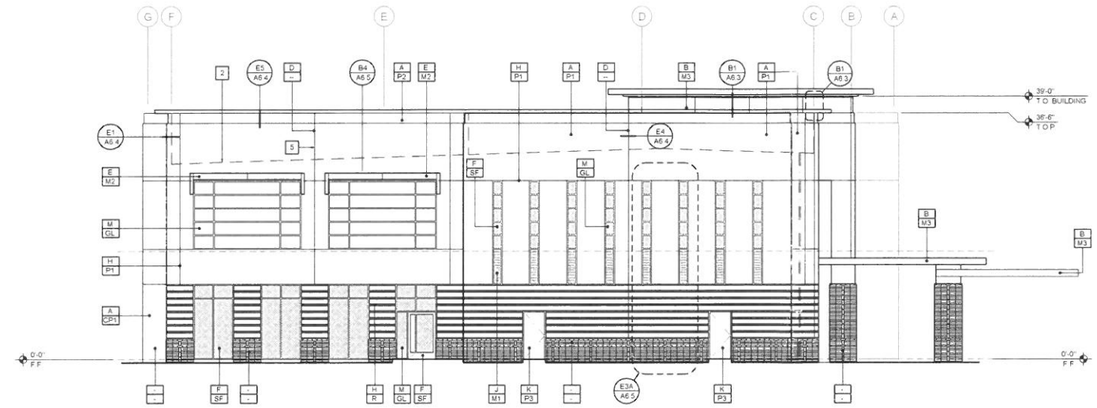
EXTERIOR ELEVATION - BUILDING B
SIXTH STREET AND BELLE AVE.
CORONA, CA.

6-18-19



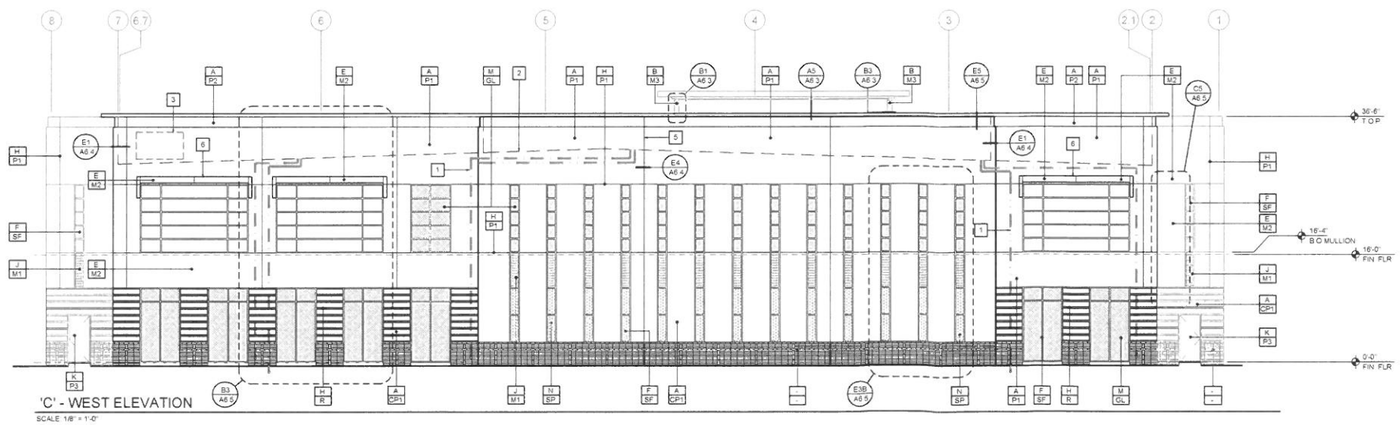
'A' - EAST ELEVATION

SCALE: 1/8" = 1'-0"



'B' - SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



'C' - WEST ELEVATION

SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATIONS

SCALE: 1/8"=1'-0"

EXT. ELEVATION KEYNOTES

NO	DESCRIPTION
1	ROOF DRAIN LINES DOWN COLUMN - DAYLIGHT AT GRADE - SEE DTLS C1.C2.C3/A6.3
2	DASHED LINE INDICATES LINE OF ROOF DECK
3	PROPOSED SIGNAGE (PROVIDE CONDUIT SLEEVE IN PANEL)
4	PROPOSED ADDRESS SIGNAGE (12" HIGH LETTERS AT FRONT AND 12" HIGH ON SIDE OF BUILDING)
5	EXPANSION JOINTS - SEE DTLS : E3/A6.0 AND E4/A6.0
6	ALUMINUM SHADE CANOPY

MATERIAL / FINISH SCHEDULE

MATERIAL
FINISH

MATERIAL SCHEDULE

NO	ITEM
A	TILT-UP CONCRETE PANEL
B	METAL PANEL
C	STOREFRONT - CURTAINWALL
D	EXPANSION JOINTS
E	METAL (ALUMINUM) SUN SHADE
F	STOREFRONT
G	METAL ENTRY CANOPY
H	PANEL REVEAL
J	ARCHITECTURAL METAL PANEL
K	HOLLOW METAL DOOR/ FRAME
L	STONE BASE
M	GLAZING
N	SPANDREL GLAZING

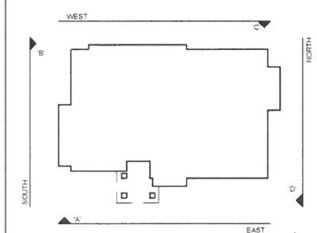
FINISH SCHEDULE

NO	ITEM	MANUF	COLOR
CP1	INTEGRAL CONCRETE COLOR (SAND BLASTED TEXTURE w/ CLEAR SEALER)	-	TO BE SELECTED
P1	PAINT	KELLY MOORE	TO BE SELECTED
P2	PAINT	KELLY MOORE	TO BE SELECTED
P3	PAINT	KELLY MOORE	TO BE SELECTED
P4	PAINT	KELLY MOORE	TO BE SELECTED
M1	STAINLESS PANEL	CUSTOM	#4 FINISH
M2	ALUMINUM SUN SHADE	AMERICLAD	ALUMINUM MILL FINISH
M3	PRE-FINISHED ALUMINUM PANEL	AMERICLAD AC3100	ALUMINUM MILL FINISH
R	METAL TRIM REVEAL	-	-
SF	STORE FRONT	KAWNEER	MILL FINISH
GL	GLAZING	P.P.G. GLASS	AZURIA SOLARBAN 70XL
SP	SPANDREL GLAZING	P.P.G. GLASS	MATCH GLAZING
ST	STONE	DAL-TILE	TO BE SELECTED

GENERAL NOTES

NOTE 1 PER SPECIFICATIONS SECTION 09100 PROVIDE A HIGH RIB LATH PRODUCT AT ALL HORIZONTAL APPLICATIONS

KEY PLAN



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Architecture Planning and Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10830 REN 8-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building
Building A
Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Exterior Elevations

Project Number
421.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

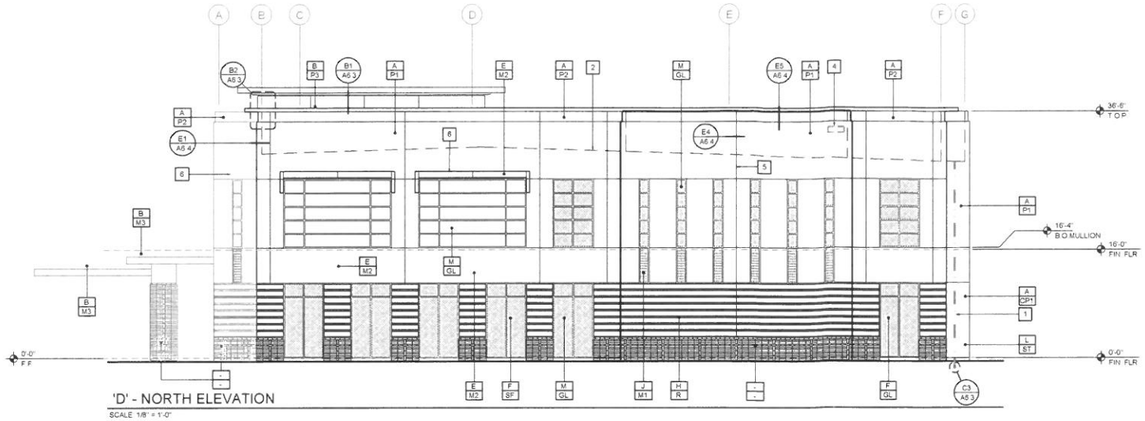
Revisions

No.	Revision Date:

PLAN CHECK

Drawing

EXHIBIT G



'D' - NORTH ELEVATION

SCALE: 1/8" = 1'-0"

EXT. ELEVATION KEYNOTES

NO.	DESCRIPTION
1	ROOF DRAIN LINES DOWN COLUMN - DAYLIGHT AT GRADE - SEE DTLS C1.0,C3/A6.3
2	DASHED LINE INDICATES LINE OF ROOF DECK
3	PROPOSED SIGNAGE (PROVIDE CONDUIT SLEEVE IN PANEL)
4	PROPOSED ADDRESS SIGNAGE (12" HIGH LETTERS AT FRONT AND 12" HIGH ON SIDE OF BUILDING)
5	EXPANSION JOINTS - SEE DTLS E3/A6.0 AND E4/A6.0
6	ALUMINUM SHADE CANOPY

MATERIAL SCHEDULE

NO.	ITEM
A	TILT-UP CONCRETE PANEL
B	METAL PANEL
C	STOREFRONT - CURTAINWALL
D	EXPANSION JOINTS
E	METAL (ALUMINUM) SUN SHADE
F	STOREFRONT
G	METAL ENTRY CANOPY
H	PANEL REVEAL
J	ARCHITECTURAL METAL PANEL
K	HOLLOW METAL DOOR/ FRAME
L	STONE BASE
M	GLAZING
N	SPANDREL GLAZING

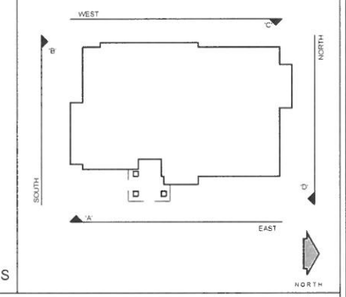
FINISH SCHEDULE

NO.	ITEM	MANUF.	COLOR
CP1	INTEGRAL CONCRETE COLOR (SAND BLASTED TEXTURE w/ CLEAR SEALER)	-	TO BE SELECTED
P1	PAINT	KELLY MOORE	TO BE SELECTED
P2	PAINT	KELLY MOORE	TO BE SELECTED
P3	PAINT	KELLY MOORE	TO BE SELECTED
P4	PAINT	KELLY MOORE	TO BE SELECTED
M1	STAINLESS PANEL	CUSTOM	#4 FINISH
M2	ALUMINUM SUN SHADE	AMERICLAD	ALUMINUM MILL FINISH
M3	PRE-FINISHED ALUMINUM PANEL	AMERICLAD AC3100	ALUMINUM MILL FINISH
R	METAL TRIM REVEAL	-	-
SF	STORE FRONT	KAWNEER	MILL FINISH
GL	GLAZING	P.P.G. GLASS	AZURIA SOLARBAN 70XL
SP	SPANDREL GLAZING	P.P.G. GLASS	MATCH GLAZING
ST	STONE	DAL-TILE	TO BE SELECTED

GENERAL NOTES

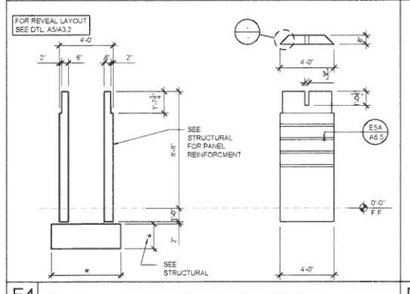
NOTE 1 PER SPECIFICATIONS SECTION 09100 PROVIDE A HIGH RIB LATH PRODUCT AT ALL HORIZONTAL APPLICATIONS

KEY PLAN

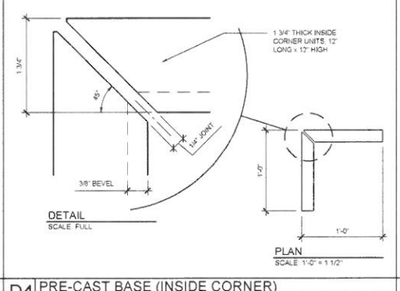


EXTERIOR ELEVATIONS

SCALE: 1/8"=1'-0"

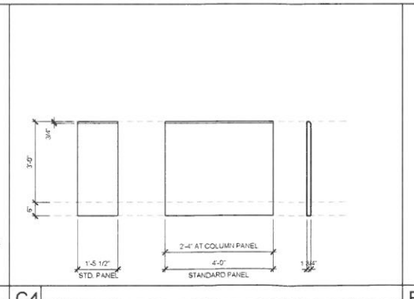


E4

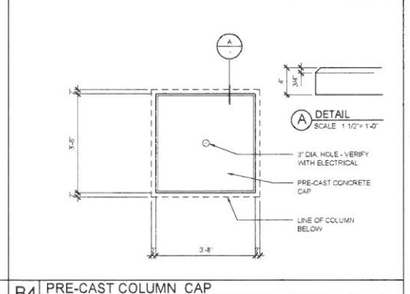


D4 PRE-CAST BASE (INSIDE CORNER)

SCALE: AS NOTED

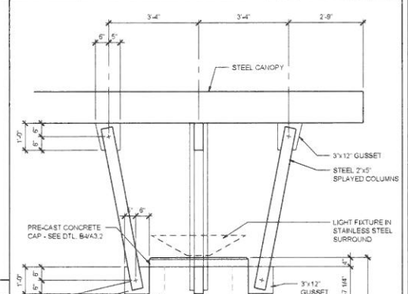


C4



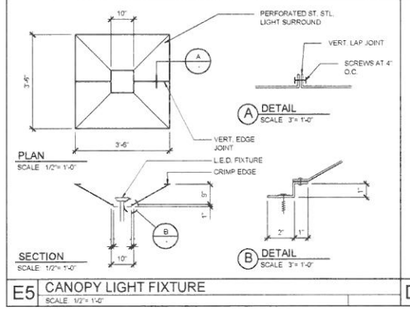
B4 PRE-CAST COLUMN CAP

SCALE: 1/2"= 1'-0"



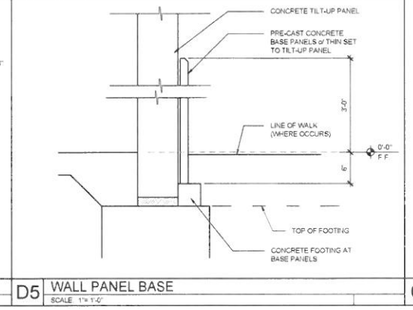
A5 PRE-CAST COLUMN BASE

SCALE: 1/2"= 1'-0"



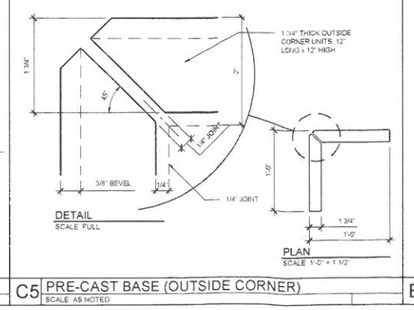
E5 CANOPY LIGHT FIXTURE

SCALE: 1/2"= 1'-0"



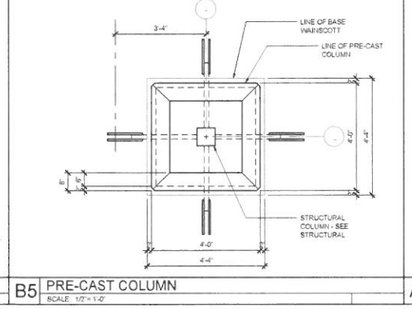
D5 WALL PANEL BASE

SCALE: 1"= 1'-0"



C5 PRE-CAST BASE (OUTSIDE CORNER)

SCALE: AS NOTED



B5 PRE-CAST COLUMN

SCALE: 1/2"= 1'-0"

Anthony C. Pings and Associates
Architecture Planning and Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10630 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building
Building A
Sixth Street and Belle Avenue
Corona, Ca

PLAN CHECK

Sheet Title:
Exterior Elevations

Project Number
421.0

Project Contact:
ANTHONY PINGS

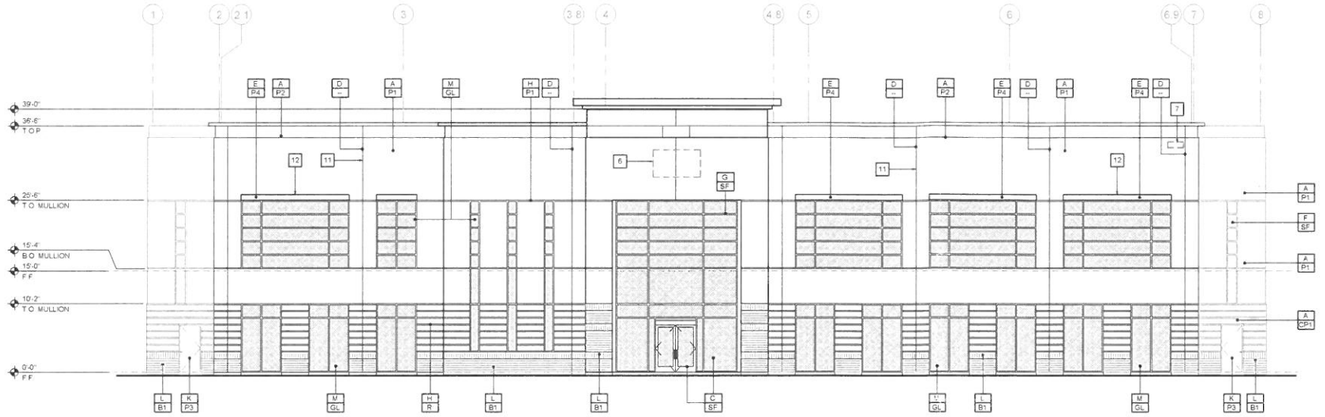
Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

Revisions

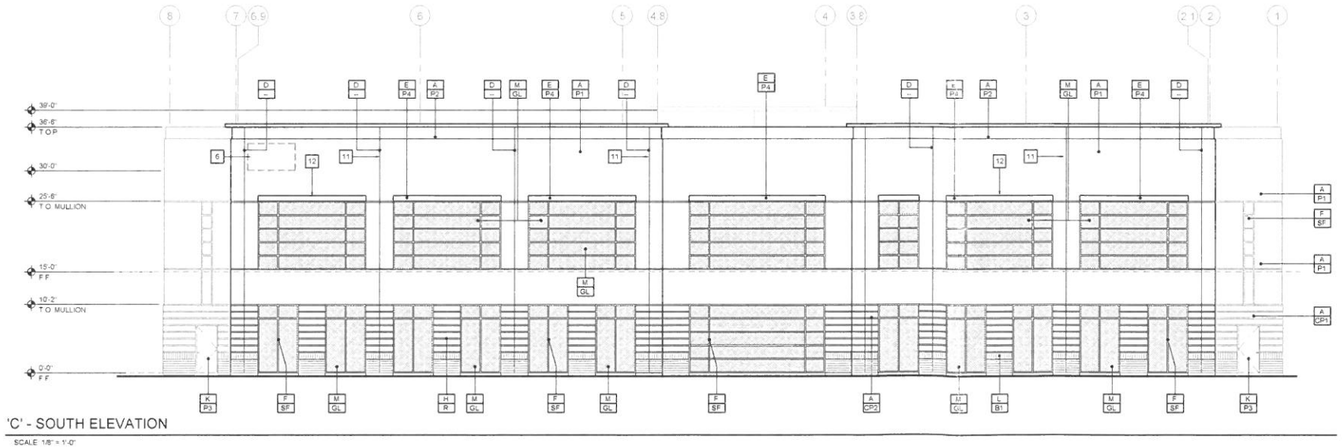
No.	Revision Date:

Drawing
A3.2
Sheet of



'A' - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



'C' - SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

EXT. ELEVATION KEYNOTES

NO.	DESCRIPTION
1	PLASTER FINISH
2	G.S.M. PARAPET FLASHING
3	WEEP SCREED - SEE DTL. D1, D2/A5.1 AND DTL. E1, E2/A5.1 AT WALK CONDITIONS
4	ROOF DRAIN LINE DOWN COLUMN - DAYLIGHT AT GRADE - SEE DTL. D2/A5.0
5	DASHED LINE INDICATES LINE OF ROOF DECK
6	PROPOSED SIGNAGE
7	PROPOSED ADDRESS SIGNAGE (12" HIGH LETTERS AT FRONT AND 12" HIGH ON SIDE OF BUILDING)
8	ROOF DRAIN LINE IN WALL - TIE INTO STORM DRAIN SYSTEM
9	PRE-FAB STONE TRIM CAP
10	PLASTER FINISH o/ FOAM TRIM - SEE REF. DETAILS
11	EXPANSION JOINTS - SEE DTLS. E3/A5.0 AND E4/A5.0
12	ACCENT TRIM
13	FIRE SPRINKLER RISER
14	GAS METER LOCATION - SEE PLUMBING
15	ELECTRICAL MAIN PANEL - SEE ELECTRICAL

MATERIAL / FINISH SCHEDULE

MATERIAL
FINISH

MATERIAL SCHEDULE

NO.	ITEM
A	TILT-UP CONCRETE PANEL
B	METAL PANEL
C	STOREFRONT - CURTAINWALL
D	EXPANSION JOINTS
E	METAL TRIM
F	STOREFRONT
G	METAL ENTRY CANOPY
H	PANEL REVEAL
J	ARCHITECTURAL METAL PANEL
K	HOLLOW METAL DOOR/ FRAME
L	BRICK VENEER
M	GLAZING
N	SPANDREL GLAZING

FINISH SCHEDULE

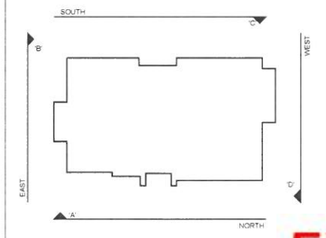
NO.	ITEM	MANUF	COLOR
B1	BRICK VENEER	--	TO BE SELECTED
CF1	INTEGRAL CONCRETE COLOR (SAND BLASTED TEXTURE w/ CLEAR SEALER)	--	TO BE SELECTED
P1	PAINT	KELLY MOORE	TO BE SELECTED
P2	PAINT	KELLY MOORE	TO BE SELECTED
P3	PAINT	KELLY MOORE	TO BE SELECTED
P4	PAINT	KELLY MOORE	TO BE SELECTED
M1	STAINLESS PANEL	CUSTOM	#4 FINISH
R	METAL TRIM REVEAL	-	-
SF	STORE FRONT	KAWNEER	MILL FINISH
GL	GLAZING	PPG GLASS	AZURIA SOLARBAN 70XL
SP	SPANDREL GLAZING	PPG GLASS	MATCH GLAZING
ST	STONE	DAL-TILE	TO BE SELECTED

GENERAL NOTES

NOTE 1 PER SPECIFICATION SECTION 09100 PROVIDE 2 LAYERS OF TYPE 'D' OR EQUIVALENT WATER-RESISTANT VAPOR-PERMEABLE BARRIER AT ALL LOCATIONS OF WOOD SHEATHING THAT IS TO RECEIVE A PLASTER FINISH PER CBC 2510.6

NOTE 2 PER SPECIFICATIONS SECTION 09100 PROVIDE A HIGH RIB LATH PRODUCT AT ALL HORIZONTAL APPLICATIONS

KEY PLAN



EXTERIOR ELEVATIONS

SCALE: 1/8"=1'-0"

Anthony C. Pings and Associates
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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10632 EXP. 8-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for
Corona Medical Center
Medical Office Building
Building B
Sixth Street and Belle Ave.
Corona, Ca

Sheet Title:
Exterior Elevations

Project Number:
422.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY

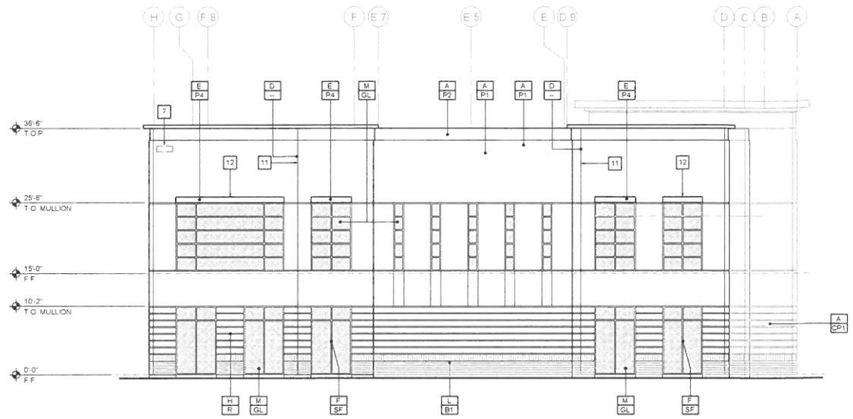
Revisions

No.	Revision Date:

Drawing

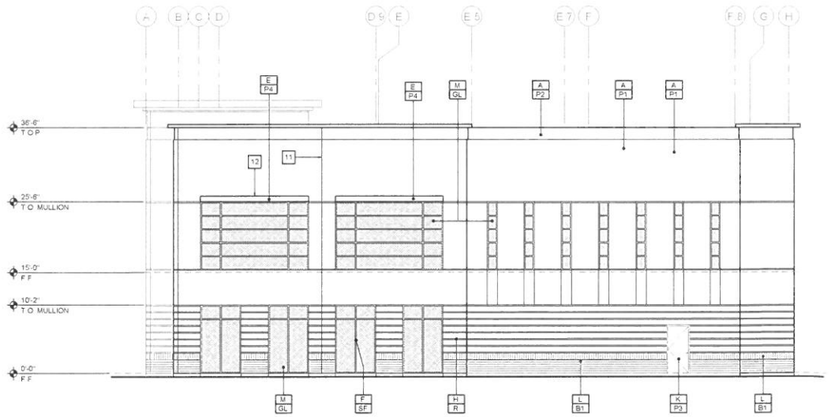
PRELIMINARY

EXHIBIT H



'B' - EAST ELEVATION

SCALE: 1/8" = 1'-0"



'D' - WEST ELEVATION

SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATIONS

SCALE: 1/8"=1'-0"

EXT. ELEVATION KEYNOTES

NO	DESCRIPTION
1	PLASTER FINISH
2	G.S.M. PARAPET FLASHING
3	WEEP SCREED: SEE DTL. D1, D2/A6.1 AND DTL. E1, E2/A6.1 AT WALK CONDITIONS
4	ROOF DRAIN LINE DOWN COLUMN - DAYLIGHT AT GRADE - SEE DTL. D2/A6.0
5	DASHED LINE INDICATES LINE OF ROOF DECK
6	PROPOSED SIGNAGE
7	PROPOSED ADDRESS SIGNAGE (12" HIGH LETTERS AT FRONT AND 12" HIGH ON SIDE OF BUILDING)
8	ROOF DRAIN LINE IN WALL - TIE INTO STORM DRAIN SYSTEM
9	PRE-FAB STONE TRIM CAP
10	PLASTER FINISH of FOAM TRIM - SEE REF. DETAILS
11	EXPANSION JOINTS - SEE DTLS. E3/A6.0 AND E4/A6.0
12	ACCENT TRIM
13	FIRE SPRINKLER RISER
14	GAS METER LOCATION - SEE PLUMBING
15	ELECTRICAL MAIN PANEL - SEE ELECTRICAL

MATERIAL / FINISH SCHEDULE

MATERIAL
FINISH

MATERIAL SCHEDULE

NO	ITEM
A	TILT-UP CONCRETE PANEL
B	METAL PANEL
C	STOREFRONT - CURTAINWALL
D	EXPANSION JOINTS
E	METAL TRIM
F	STOREFRONT
G	METAL ENTRY CANOPY
H	PANEL REVEAL
J	ARCHITECTURAL METAL PANEL
K	HOLLOW METAL DOOR/ FRAME
L	BRICK VENEER
M	GLAZING
N	SPANDREL GLAZING

FINISH SCHEDULE

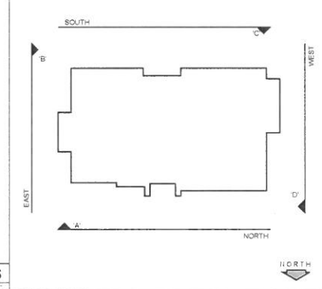
NO	ITEM	MANUF.	COLOR
B1	BRICK VENEER	-	TO BE SELECTED
CP1	INTEGRAL CONCRETE COLOR (SAND BLASTED TEXTURE w/ CLEAR SEALER)	-	TO BE SELECTED
P1	PAINT	KELLY MOORE	TO BE SELECTED
P2	PAINT	KELLY MOORE	TO BE SELECTED
P3	PAINT	KELLY MOORE	TO BE SELECTED
P4	PAINT	KELLY MOORE	TO BE SELECTED
M1	STAINLESS PANEL	CUSTOM	#4 FINISH
R	METAL TRIM REVEAL	-	-
SF	STORE FRONT	KAWNEER	MILL FINISH
GL	GLAZING	P.P.G. GLASS	AZURIA SOLARBAN 70XL
SP	SPANDREL GLAZING	P.P.G. GLASS	MATCH GLAZING
ST	STONE	DAL-TILE	TO BE SELECTED

GENERAL NOTES

NOTE 1 PER SPECIFICATION SECTION 09100 PROVIDE 2 LAYERS OF TYPE 'D' OR EQUIVALENT WATER-RESISTANT VAPOR-PERMEABLE BARRIER AT ALL LOCATIONS OF WOOD SHEATHING THAT IS TO RECEIVE A PLASTER FINISH PER CBC 2510.6

NOTE 2 PER SPECIFICATIONS SECTION 09100 PROVIDE A HIGH RIB LATH PRODUCT AT ALL HORIZONTAL APPLICATIONS

KEY PLAN



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Architecture Planning and Interior Design
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www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10630 REN 08-31-19 STATE OF CALIFORNIA

Project Architect Approval

Consultant:

Project Name:

Shell Building for
Corona Medical Center
Medical Office Building
Building B
Sixth Street and Belle Ave.
Corona, Ca

Sheet Title:
Exterior Elevations

Project Number
422.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY

Revisions

No:	Revision Date:

PRELIMINARY

Drawing
A3.2
Sheet of

P I N G S
ANTHONY C. PINGS AND ASSOCIATES
ARCHITECTURE, PLANNING AND INTERIOR DESIGN

June 6, 2019

Sandra Yang, Senior Planner
City of Corona
Community Development Dept. / Planning Division

Sandra,

In accordance with the Downtown Revitalization Plan, this project is designed within the commercial block style, which is intended to blend historical elements with other architectural styles and to reflect the context of the existing buildings. Using this approach, the recessed entry door is flanked by windows in a traditional transitional order with transom window panels. The second floor has individual window shades and sash mullions. The window panels are separated with pillars in the commercial two-story style. Brick is used as the building base, as this is a historical norm.

The entry has a raised element with an extended cornice. In the pediment style entry accent, the typical two-story wall panel has a cornice with an accent relief panel below that in keeping with commercial block massing and design.

We have used brick at the entry and along the corners on only the first floor. Many historical buildings use this design to give a visual base. We have carried the idea of the brick base with the use of texture and color to create a continuity. The brick at the entry and along the base was a common historical approach for buildings of importance. The brick is laid in patterns consistent with historical buildings of importance. We have chosen the historically common colors tan/brown/yellow hues for the brick. We have also updated the canopy with an arched theme that is supported by horizontal beams. The arched and horizontal combination brings a historical feeling, and ties in with the building's cornice and window canopies. The entry canopy will extend 25' from the building in order to mimic historically important buildings. The window canopies provide an important shadow line that gives much needed depth to the elevation.

Collectively, this project is in keeping with the commercial block style as defined in IV Design Guidelines and Figure IV D-6 elements, and also respects the existing associated buildings.

Sincerely,

Anthony C. Pings, AIA

6121 N. THESTA
SUITE NUMBER 301
FRESNO, CA 93710
PH: 559-439-0700
FAX: 559-439-0708
WWW.PINGS.COM

EXHIBIT I



PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	PARKINSONIA 'DESERT MUSEUM'	PALO VERD	36 BOX
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	24" BOX
	PISTACHED C. 'KEITH DAVEY'	KEITH DAVEY PISTACHE	24" BOX
	WASHINGTONIA ROBUSTA	CA. FAN PALM	15' BT
	STREET TREE	MATCH EXISTING	24" BOX
	RHUS LANCEA	AFRICAN SUMAC	24" BOX
	CHITALPA 'PINK DAWN'	CHITALPA	24" BOX

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
SHRUBS			
	HESPERALOE PARVIFLORA 'YELLOW'	YELLOW YUCCA	5 GAL
	CALLISTEMON 'LITTLE JOHN'	BOTTLEBRUSH SHRUB	5 GAL
	PHORMIUM 'BRONZE BABY'	DWARF FLAX	5 GAL
	OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE SHRUB	5 GAL
	HESPERALOE 'BRAKE LIGHT'	DWARF RED YUCCA	1 GAL
	ELEAGNUS PUNGENS	SILVER BERRY	5 GAL
	ANIGOZANTHOS 'BUSH PEARL'	COYOTE PAW	1 GAL
	RHAPHIOLEPIS UMBELATTA 'MINOR'	YEDDO HAWTHORN	5 GAL
GROUNDCOVER			
	MYOPORUM PARVIFOLIUM	'PUTAH CREEK'	24" O.C.
	DECOMPOSED GRANITE	STABILIZED	4" THICK

EXHIBIT J

SCALE : 1" = 20'-0"

0 20 40 60 80

PRELIMINARY LANDSCAPE PLAN

MEDICAL OFFICE PROJECT, 6TH ST, CORONA

8-8-19

CHARLES TROWBRIDGE AND ASSOCIATES
17901 ROMELLE AVENUE
SANTA ANA, CA. 92705
PH (714) 532-3663 FAX (714) 532-3667
chas2.cta@gmail.com
LANDSCAPE ARCHITECTURE LIC. # 2242

CITY OF HOPE

Project: Corporate

DO#62182

06/21/19

FUSION
Sign and Design

Rachel Otero 714-227-7727

EXHIBIT K

FUSION
Sign and Design
680 Columbia Ave.
Riverside, CA 92507
P: 951.682.9660
F: 951.682.9665
www.fusionsign.com

CLIENT: City of Hope
FILE NAME: Exterior Building ID Sign_A
DESIGNER: CPA/Dorothy

PROJECT NAME: Corporate - 62182
ACCOUNT MANAGER: Dave
DATE: 06/14/19
REVISIONS: 06/21/19

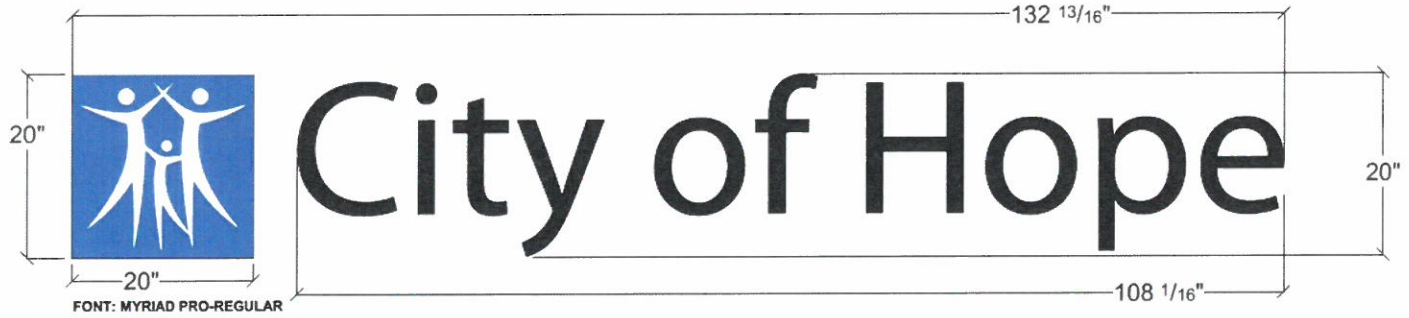
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APPROVAL (AS IS) ☐ APPROVAL (WITH CHANGES) ☐

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DESIGN ORDER# 62182



FONT: MYRIAD PRO-REGULAR



NOTE: TENANT NAMES CAN BE A MAX OF 20" H BUT CAN NOT EXCEED 150 Sq. Ft.

■ Black
■ Blue (TBD)
☐ White

Exterior Building ID Sign (Non Illiminated)

- 20" H x Scale (Not to Exceed 150 Sq. Ft.)
- Painted .080 Aluminum Channel Letters
- 3" Deep
- Stud Mounted Flush to Building Exterior



PROOF LIST

S	D	P	
☐	■	☐	ARTWORK
☐	■	☐	SPELLING
☐	■	☐	SIZE
☐	■	☐	COLORS
☐	■	☐	MATERIALS

SCALE: 1" = 1'

FOR FUSION USE ONLY

ART IS PRODUCTION READY YES ☑ NO ☐

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FUSION
Sign and Design
680 Columbia Ave.
Riverside, CA 92507
P: 951.682.9660
F: 951.682.9665
www.fusionsign.com

CLIENT: City of Hope

FILE NAME: Elevation Positions_01

DESIGNER: CPA/Dorothy

PROJECT NAME: Corporate - 62182

ACCOUNT MANAGER: Dave

DATE: 06/14/19

REVISIONS: 06/21/19

NEED TO CONFIRM COLOR PRIOR TO PRODUCTION

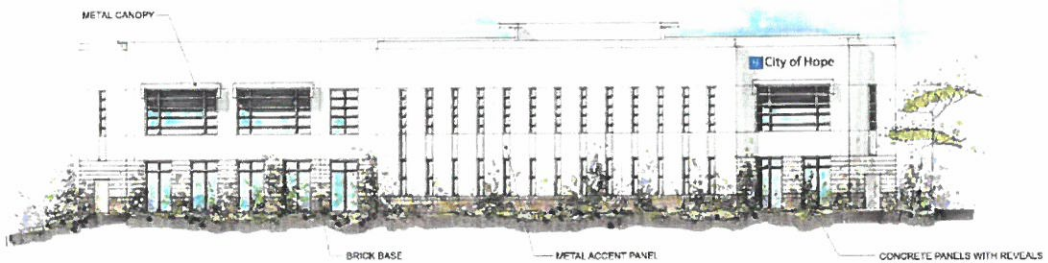
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APPROVAL (AS IS) ☐ APPROVAL (WITH CHANGES) ☐

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DESIGN ORDER# 62182

Building A



WEST ELEVATION - SHERIDAN STREET



NORTH ELEVATION - W. SIXTH STREET

EXTERIOR ELEVATION - BUILDING A
SIXTH STREET AND BELLE AVE.
CORONA, CA.
6-11-19

Exterior Building ID Sign (Non Illiminated)

- 20" H x Scale (Not to Exceed 150 Sq. Ft.)
- Painted .080 Aluminum Channel Letters
- 3" Deep
- Stud Mounted Flush to Building Exterior

PROOF LIST

S	D	P	
☐	■	☐	ARTWORK
☐	■	☐	SPELLING
☐	■	☐	SIZE
☐	■	☐	COLORS
☐	■	☐	MATERIALS

SCALE: NTS

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ART IS PRODUCTION READY YES ☑ NO ☐

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F: 951.682.9665
www.fusionsign.com

CLIENT: City of Hope

FILE NAME: Elevation Positions_02

DESIGNER: CPA/Dorothy

PROJECT NAME: Corporate - 62182

ACCOUNT MANAGER: Dave

DATE: 06/14/19

REVISIONS: 06/21/19

NEED TO CONFIRM COLOR PRIOR TO PRODUCTION

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DESIGN ORDER# 62182

Building A



EAST ELEVATION - MAIN ENTRY



SOUTH ELEVATION

EXTERIOR ELEVATION - BUILDING A
SIXTH STREET AND BELLE AVE.
CORONA, CA.
6-11-19

Exterior Building ID Sign (Non Illiminated)

- 20" H x Scale (Not to Exceed 150 Sq. Ft.)
- Painted .080 Aluminum Channel Letters
- 3" Deep
- Stud Mounted Flush to Building Exterior

PROOF LIST

S	D	P	
☐	■	☐	ARTWORK
☐	■	☐	SPELLING
☐	■	☐	SIZE
☐	■	☐	COLORS
☐	■	☐	MATERIALS

SCALE: NTS

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ART IS PRODUCTION READY YES ☑ NO ☐

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F: 951.682.9685
www.fusionsign.com

CLIENT: City of Hope
FILE NAME: Elevation Positions_03
DESIGNER: CPA/Dorothy

PROJECT NAME: Corporate - 62182
ACCOUNT MANAGER: Dave
DATE: 06/14/19
REVISIONS: 06/21/19

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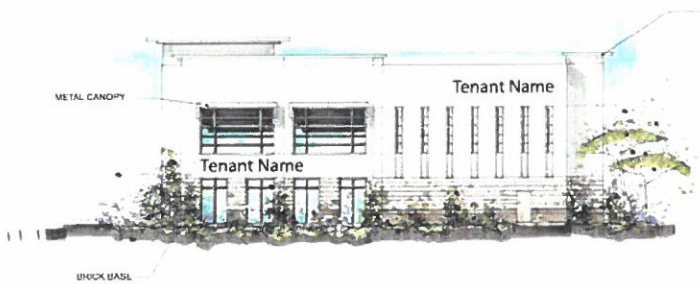
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DESIGN ORDER# 62182

Building B



SOUTH ELEVATION



WEST ELEVATION

EXTERIOR ELEVATION - BUILDING B
SIXTH STREET AND BELLE AVE.
CORONA, CA.
6-11-19

Exterior Building ID Sign (Non Illiminated)

- 20" H x Scale (Not to Exceed 150 Sq. Ft.)
- Painted .080 Aluminum Channel Letters
- 3" Deep
- Stud Mounted Flush to Building Exterior

PROOF LIST

S	D	P	
☐	■	☐	ARTWORK
☐	■	☐	SPELLING
☐	■	☐	SIZE
☐	■	☐	COLORS
☐	■	☐	MATERIALS

SCALE: NTS

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CLIENT: City of Hope
FILE NAME: Elevation Positions_04
DESIGNER: CPA/Dorothy

PROJECT NAME: Corporate - 62182
ACCOUNT MANAGER: Dave
DATE: 06/14/19
REVISIONS: 06/21/19

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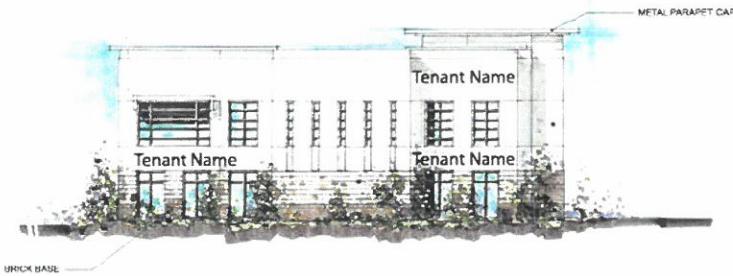
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DESIGN ORDER# 62182

Building B



NORTH ELEVATION - MAIN ENTRY



EAST ELEVATION - BELLE AVENUE

EXTERIOR ELEVATION - BUILDING B
SIXTH STREET AND BELLE AVE.
CORONA, CA.
6-11-19

Exterior Building ID Sign (Non Illiminated)

- 20" H x Scale (Not to Exceed 150 Sq. Ft.)
- Painted .080 Aluminum Channel Letters
- 3" Deep
- Stud Mounted Flush to Building Exterior

PROOF LIST

S	D	P	
☐	■	☐	ARTWORK
☐	■	☐	SPELLING
☐	■	☐	SIZE
☐	■	☐	COLORS
☐	■	☐	MATERIALS

SCALE: NTS

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CLIENT: City of Hope
FILE NAME: Multi-Tenant Monument Sign_A
DESIGNER: CPA/Dorothy

PROJECT NAME: Corporate - 62182
ACCOUNT MANAGER: Dave
DATE: 06/14/19
REVISIONS: 06/21/19

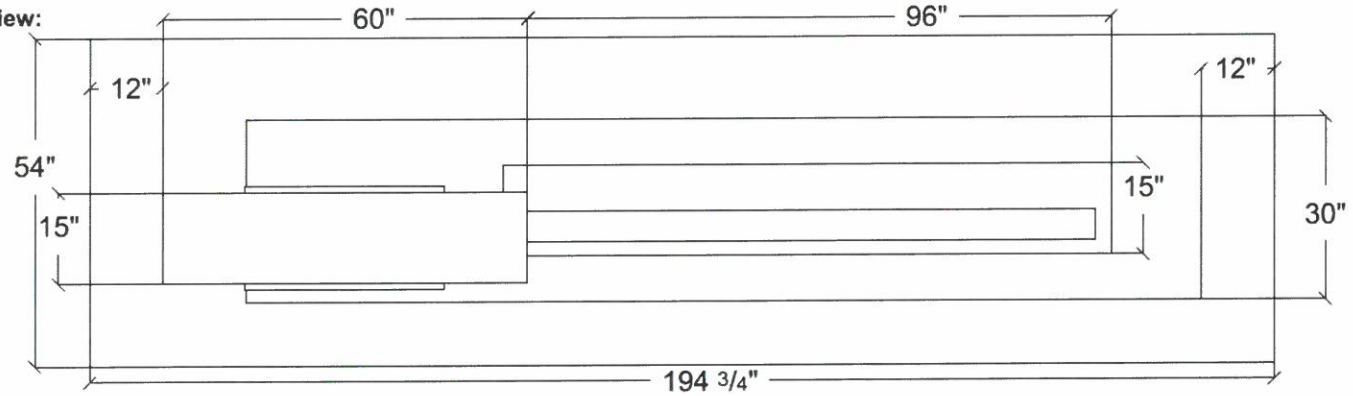
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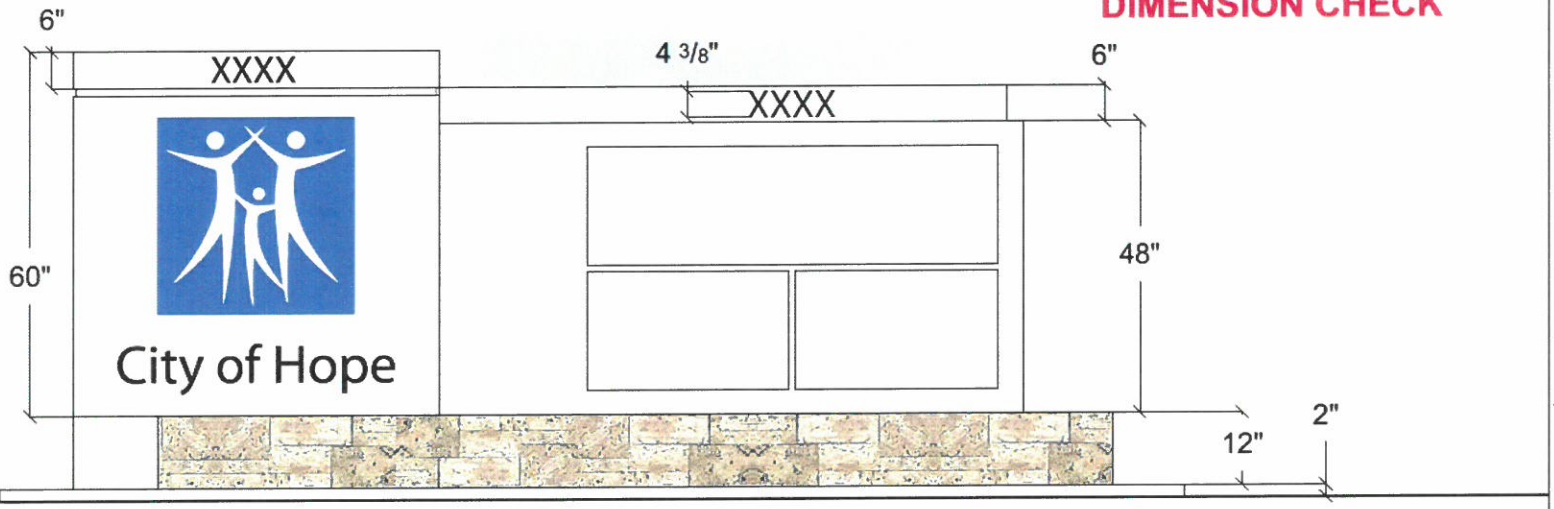
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DESIGN ORDER# 62182

Aerial View:



DIMENSION CHECK



Multi-Tenant Monument Sign

- Size Per Layout
- Material TBD
- Eldorado Stone - Coastel Reef (Sanibel)

NEED TO CONFIRM COLOR PRIOR TO PRODUCTION

PROOF LIST

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☐	■	☐	ARTWORK
☐	■	☐	SPELLING
☐	■	☐	SIZE
☐	■	☐	COLORS
☐	■	☐	MATERIALS

SCALE: 1/2" = 1'

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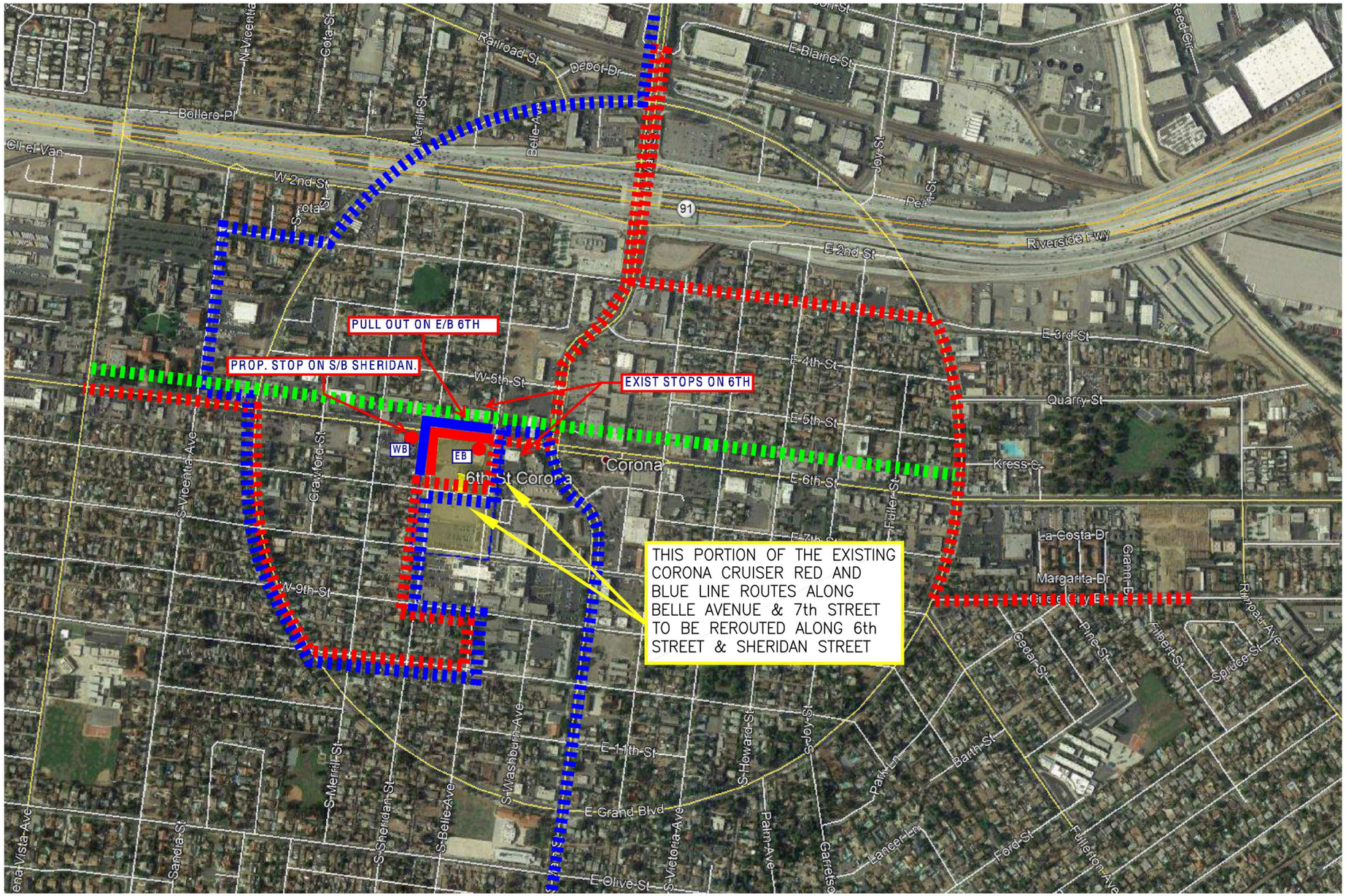
ART IS PRODUCTION READY YES ☑ NO ☐

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PROPOSED CORONA CRUISER BUS ROUTE CHANGE

CITY OF CORONA, CA



LEGEND

- EXISTING CORONA CRUISER RED LINE ROUTE
- PROPOSED CORONA CRUISER RED LINE ROUTE
- PROPOSED CORONA CRUISER RED LINE BUS STOP
- EXISTING CORONA CRUISER BLUE LINE ROUTE
- PROPOSED CORONA CRUISER BLUE LINE ROUTE
- EXISTING RTA ROUTE 1 (THIS ROUTE WILL BE UNAFFECTED)

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16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

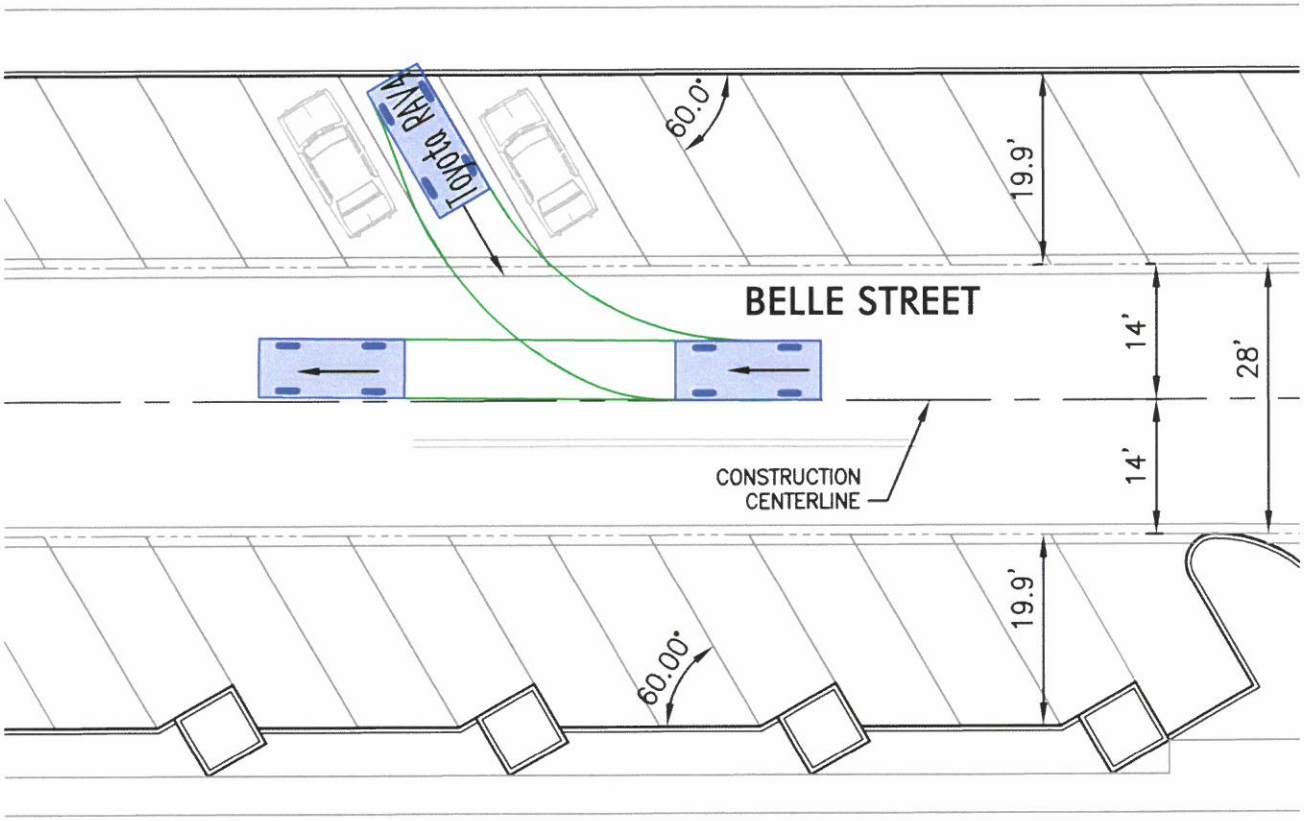
NOT TO SCALE
08/13/2019

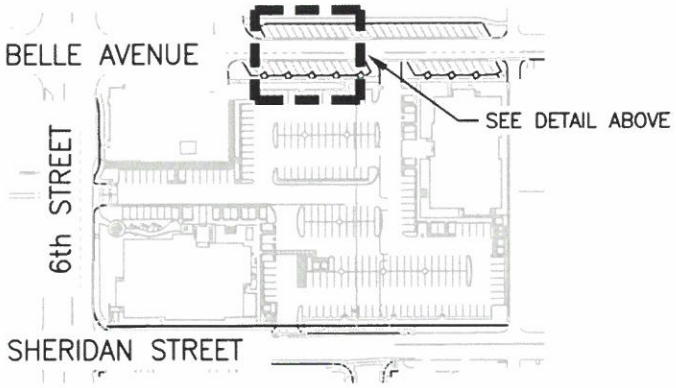
EXHIBIT L

F:\PROJECTS\832\003\EXHIBITS\832-003XH01-BUS ROUTE.DWG (08-13-2019 9:26:04AM) Plotted by: Debbie Bade

ANGLED PARKING EXHIBIT

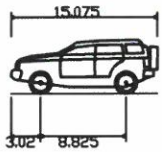
BELLE STREET
CORONA, CA



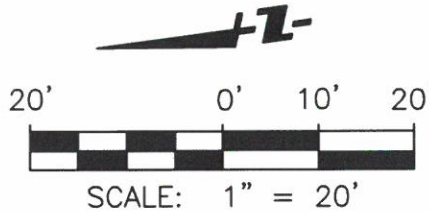


VICINITY MAP

NOT TO SCALE



Toyota RAV4	
Overall Length	15.075ft
Overall Width	6.080ft
Overall Body Height	5.579ft
Min Body Ground Clearance	0.720ft
Max Track Width	5.275ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	36.100ft



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tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

\\FUSCOE\IRV\PANZURA\PROJECTS\832\003\EXHIBITS\832-003XH01-ANGLED PARKING.DWG (05-21-2019 1:55:57PM) Plotted by: Stuart Moore

EXHIBIT M

FUSCOE ENGINEERING

Irvine
San Diego
Ontario
Los Angeles
El Centro
San Ramon

March 15, 2019

Scope of Work Narrative

CITY OF CORONA
400 S. Vicentia Ave. Suite 315
Corona, CA 92509
ATTN: Planning Department
CC: Ryan Cortez

RE: Corona Medical

Proposed Land Use and Surrounding Uses

The proposed site will consist of two Class A, Two-Story Medical Office buildings, one 32,500 sqft and the other 26,200 sqft. The 32,500 sqft medical office building is a build-to-suit for City of Hope. The 26,200 sqft medical office building is a multi-tenant building expected to house a pharmacy, urgent care, & surgery center, along with other key health providers needed in the Corona community. The American Tire Depot operates on the northeast corner of 6th Street and Belle Ave. The north side of 6th Street has an assortment of small service and retail establishments. South of 7th Street there is an empty lot used for parking and east of Belle Ave. there is an existing Medical Clinic and Public Library. The land use west of Sheridan is both commercial and residential, compromised of homes and a car dealership.

Site Design

The site will consist of two medical office buildings with a parking lot on site and additional parking provided along Belle Ave. This allows for larger building foot prints provided that the required parking is accounted for offsite. Access to the project is provided from 6th Street, Belle Avenue and Sheridan Street. Pedestrian access is provided adjacent to each driveway and a walkway from Belle Avenue on the north side of the east parking area. Accessible parking is provided at the front of each building. A trash enclosure is provided in the parking area, south of Building 1. SCE utility vaults, and other necessary facilities are planned to be located just south of the trash enclosure.

The existing overhead utility lines will be undergrounded from the existing pole on the south side of the abandoned alley, west of the site to the existing pole south of the tire shop. The electrical service to the tire shop will remain overhead, as undergrounding would require the tire shop to install a completely new panel. There is no nexus to require the tire shop to undertake that expense. The tire shop will be provided service from the project on-site SCE transformer.

Runoff is via surface flow to 6th Street and Sheridan Street with some runoff to Belle Ave. Low volumes, water quality flows are directed to on-site infiltration galleries. The galleries percolate the runoff into the ground. Some portions along the northerly edge of the site are

full circle thinking

EXHIBIT N

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proposed to be treated with proprietary modular wetland systems. Pervious pavement will be incorporated into the design for the street parking on Belle Ave. Modular wetlands will be used to treat runoff before it adds to the flow of the existing streets. Sheridan Street will be widened westerly, and the utilities and appurtenant facilities will be adjusted accordingly. The proposed utilities for the site will consist of the required fire water, sewer, domestic water, and irrigation lines. The existing public water main, traversing the site within the 7th Street right of way will remain and an easement provided to the City.

Architecture and Materials

As depicted in the design and construction documents, the building's architecture blends the traditional portal layout with traditional architectural details, such as the articulated 'base'. This has been blended with the needs of today's medical architecture, with metal sun shades and an inviting entry canopy. This was achieved with a tilt-up concrete panel system which is paint finished. The base texturing is exposed concrete banding (accent color, sandblasted finish) with a sealer. Natural metal/aluminum is used as an accent in both the storefront and canopies. Glazing is high performance, as required by CALGreen energy considerations.

Parking and Access

The project is a medical office complex with the required parking of 5 stalls per 1000 sq.ft. of area
(1 stall per 200 sq.ft.) based on the net building area (gross less common load). For Building A we have elected to provide 5/1000 on the gross square footage, as a conservative parking approach. Parking has been added on the Belle Street alignment as part of our parking approach.

The project is fortunate to have access to all three surrounding streets; 6th Street, Belle, and Sheridan. This will ensure the distribution of traffic into the street system.

Landscaping

The landscape design will be consistent with the City of Corona landscape requirements. The plant palette consists of drought tolerant plant material to comply with the City of Corona Water Efficient Landscape requirements. The irrigation will be designed using only drip irrigation equipment to use the least amount of water possible while providing the necessary moisture for the plants to thrive. The use of drip irrigation will eliminate wasteful water runoff. The irrigation controller will be a "Smart Controller" capable of utilizing data from weather satellites to adjust the irrigation according to real time weather conditions. The plants are selected to include both flower and leaf color as well as a variety of foliage textures to create visual interest throughout the site. Tree selections include a balance of both evergreen and deciduous trees to provide seasonal change. Accent trees are placed at all of the drive entrances as well as the building entrances to help direct both vehicular and pedestrian traffic as well as create focal elements to accentuate the architecture. Trees are provided throughout

the parking lot to provide the required shade. There is a meandering walkway through a pedestrian oriented garden along Bldg. 'A', the garden includes private seating areas for the use of visitors.

Fencing

The project abuts three streets and the hospital's parking lot. No perimeter fencing is provided or advised.

On 6th Street, the building has an area of retaining wall to ease the grade height into the low street corner at 6th and Sheridan. This has been designed as part of the landscaping approach. This serves to soften the corner of the 6th Street building.

The Boureston Companies

Richard Boureston

CITY OF CORONA
MITIGATED NEGATIVE DECLARATION

NAME, DESCRIPTION AND LOCATION OF PROJECT:

GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional designation on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

SPA2019-0001: An application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family District and Commercial Services District to Downtown District and establish the Downtown District on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 on 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue in the Downtown District of the Downtown Corona Revitalization Specific Plan (SP98-01).

ENTITY OR PERSON UNDERTAKING PROJECT:

The City Council, having reviewed the initial study of this proposed project and the written comments received prior to the public meeting of the City Council, and having heard, at a public meeting of the Council, the comments of any and all concerned persons or entities, including the recommendation of the City's staff, does hereby find that the proposed project may have potentially significant effects on the environment, but mitigation measures or revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to a point where clearly no significant effects will occur. **Therefore, the City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment and shall be adopted.**

The Initial Study and other materials which constitute the records of proceedings, are available at the office of the City Clerk, City of Corona City Hall, 400 South Vicentia Avenue, Corona, CA 92882.

Date:_____ _____
Mayor
City of Corona

Date filed with County Clerk: _____

EXHIBIT O

CITY OF CORONA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE: GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

PROJECT LOCATION:

South side of West Sixth Street, between Sheridan Street and Belle Avenue, in the City of Corona, County of Riverside.

Assessors' Parcel Numbers: 117-181-002, -003, -011, -012, -015, -016, 117-186-001, -002, -003, -004, -006, -007, -010, -011, -012, -013, and -014.

PROJECT PROPONENT:

Richard T. Boureston
Boureston Development
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626

PROJECT DESCRIPTION:

The proposed project is for the development of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. The project site is comprised of 13 properties which are located within the Downtown Corona Revitalization Specific Plan and zoned Downtown (D), Community Services (CS), and Single Family (SF). The project site also includes a portion of 7th Street that bisects the project site from Sheridan Street to Belle Avenue and two alleys which will vacated and included within the project boundary. Each medical office building is two stories and approximately 40 feet in height. The development includes a parking lot containing 231 parking spaces which will shared among the tenants within the buildings. In addition, 54 off-site parking spaces will be provided on Belle Avenue adjacent to the project site to serve the buildings.

Development of the proposed project requires multiple entitlements which include a general plan amendment, specific plan amendment, parcel map, and a precise plan. The following describes the reason for each entitlement.

- **GPA2019-0001:** GPA2019-0001 is a proposal to amend the General Plan land use designation of four properties totaling approximately 0.50 acres located on the southwest corner of the project from Low Density Residential (LDR) to Office/Professional (OP). The amendment will also establish the Office/Professional designation the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys that are located within the project site.

- **SPA2019-0001:** SPA2018-0001 is a proposal to amend the Downtown Corona Revitalization Specific Plan to change the zoning of seven parcels totaling approximately 1.03 acres located on the southern portion of the project site from Single Family (SF) and Commercial Services (CS) to Downtown (D). The amendment will also establish the Downtown designation on the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys located within the project site.

- **PM 37565:** PM 37565 is a parcel map application that will merge the 13 existing lots plus the 0.43-acre section of 7th Street and two alleys into two parcels totaling 3.48 acres to accommodate the two medical office buildings. Each lot will contain its own building and a portion of the shared parking lot.

- **PP2019-0003:** PP2019-0003 is a precise plan application to review the site plan and architecture of the two medical office buildings on the project site.

ENVIRONMENTAL SETTING:

Site Description: The project site is comprised of 13 properties, a section of 7th Street and two alleys. The section of 7th Street and two alleys will be vacated as part of this development proposal so that they can be included within the project boundary. Refer to Figure 1. The two most northerly parcels that abut Sixth Street were previously developed for commercial purposes but are currently vacant. The middle parcel that abuts Belle Avenue is developed with a parking lot for the Corona Public Library which is located across Belle Avenue to the east of the project site. The remaining 10 properties were previously developed with single family homes but are currently vacant.

Site Surroundings: The project site is located in an urbanized area considered the city's downtown. The project site is bounded to the north and northeast by Sixth Street and a tire shop, respectively. To the west is Sheridan Street with a car dealership and single family residences located beyond Sheridan Street. To the east is Belle Avenue with a medical clinic and the Corona Public Library located beyond Belle Avenue. To the south is a parking lot for the Corona Regional Medical Center.

GENERAL PLAN \ ZONING:

General Plan: The existing General Plan designation of the 13 properties are varied. Refer to Figure 2. Per the city's General Plan map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are designated as Office/Professional (OP). The MUD and OP designations permit the proposed project; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the development of the proposed project. The OP designation would be consistent with the OP properties located within the same block on the southeast portion of the project site.

Zoning: The 13 properties are located within the Downtown Corona Revitalization Specific Plan and have different zoning. Refer to Figure 3. Per the Specific Plan's land use map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the project site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District.

STAFF RECOMMENDATION:
The City's Staff, having undertaken and completed an initial study of this project in accordance with the City's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)", has concluded and recommends the following:

___ The proposed project could not have a significant effect on the environment. **Therefore, a NEGATIVE DECLARATION will be prepared.**

__ The proposed project could have a significant effect on the environment, however, the potentially significant effects have been analyzed and mitigated to below a level of significance pursuant to a previous EIR as identified in the Environmental Checklist attached. **Therefore, a NEGATIVE**

DECLARATION WILL BE PREPARED.

X The Initial Study identified potentially significant effects on the environment but revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to below a level of significance. **Therefore, a MITIGATED NEGATIVE DECLARATION will be prepared.**

___ The proposed project may have a significant effect on the environment. **Therefore, an ENVIRONMENTAL IMPACT REPORT is required.**

__ The proposed project may have a significant effect on the environment, however, a previous EIR has addressed only a portion of the effects identified as described in the Environmental Checklist discussion. As there are potentially significant effects that have not been mitigated to below significant levels, a **FOCUSED EIR will be prepared to evaluate only these effects.**

___ There is no evidence that the proposed project will have the potential for adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The following indicates the areas of concern that have been identified as "Potentially Significant Impact" or for which mitigation measures are proposed to reduce the impact to less than significant.

- ❑ Land Use Planning
- ❑ Population and Housing
- ❑ Geologic Problems
- ❑ Hydrology and Water Quality
- ✓ Air Quality
- ❑ Transportation / Traffic
- ✓ Biological Resources
- ❑ Mineral Resources
- ✓ Hazards / Hazardous Materials
- ✓ Noise
- ❑ Public Services
- ❑ Utilities
- ✓ Aesthetics
- ✓ Cultural Resources
- ❑ Agricultural Resources
- ❑ Greenhouse Gases
- ✓ Tribal Cultural Resources
- ❑ Mandatory Findings of Significance

Date Prepared: August 5, 2019 Prepared By: Sandra Yang, Senior Planner

Contact Person: Sandra Yang Phone: (951)279-3553

AGENCY DISTRIBUTION
(check all that apply)

_____ Responsible Agencies

_____ Trustee Agencies (CDFG, SLC, CDPR, UC)

_____ State Clearinghouse (CDFG, USFWS, Redev. Projects)

_____ AQMD

X _____ Pechanga

X _____ Soboba

_____ WQCB

X _____ Other: Gabrieleno/Tongva San Gabriel Band, Rincon, Torres Martinez Desert Cahuilla Indians, Santa Rosa

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Note: This form represents an abbreviation of the complete Environmental Checklist found in the City of Corona CEQA Guidelines. Sources of reference information used to produce this checklist may be found in the City of Corona Community Development Department, 400 S. Vicentia Avenue, Corona, CA.

1. LAND USE AND PLANNING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with any land use plan/policy or agency regulation (general plan, specific plan, zoning)	☐	☐	☐	☒
b. Conflict with surrounding land uses	☐	☐	☐	☒
c. Physically divide established community	☐	☐	☒	☐

Discussion:

The project site is comprised of multiple properties (13) that have different General Plan designations and zoning. Per the city's General Plan map (Figure 2), the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are currently designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are currently designated as Office Professional (OP). The MUD and OP designations permit the proposed medical office buildings; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the medical office use and to be consistent with the OP properties that are located on the same block.

Per the Downtown Corona Revitalization Specific Plan's land use map (Figure 3), the six properties located on the northern portion of the project site between Sixth Street and Seventh Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District. Approval of the general plan and specific plan amendments would result in the project being in conformance with the city's General Plan and Specific Plan. This would result in no impacts and no mitigation would be required.

The project site is located in an urbanized part of the city. It is bounded to the north and northeast by Sixth Street and a tire shop, respectively. Located beyond Sixth Street to the north are existing retail and commercial service shops. To the west is Sheridan Street with a car dealership and six single family residences located on the other side. To the east is Belle Avenue with a medical clinic and the Corona Public Library located on the other side. To the south is a parking lot which serves the Corona Regional Medical Center located at 800 S. Main Street. The project site expands across two blocks that are zoned primarily for commercial and office use. The surrounding uses that are located on the same side of Sheridan Street as the project site consist of commercial and medical buildings, a hospital, parking lots, a library, and other quasi-public type uses. Therefore, rezoning and developing the project site to accommodate medical office buildings would be a logical continuation of the existing surrounding land uses. This would result in a less than significant impact and no mitigation is required.

2. POPULATION AND HOUSING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial growth	☐	☐	☐	☒
b. Displace substantial numbers of existing housing or people	☐	☐	☐	☒

Discussion:

The project site is comprised primarily of vacant undeveloped land. Only a portion of the project site is currently developed for a parking lot for the Corona Public Library. As the project is for two medical office buildings and there are no existing residences on the project site, development of the proposed project would not induce substantial growth or displace housing or people. No impacts are expected, and no mitigation is required.

3. GEOLOGIC PROBLEMS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fault /seismic failures (Alquist-Priolo zone) /Landslide/Liquefaction	☐	☐	☒	☐
b. Grading of more than 100 cubic yards	☐	☐	☒	☐
c. Grading in areas over 10% slope	☐	☐	☐	☒
d. Substantial erosion or loss of topsoil	☐	☐	☐	☒
e. Unstable soil conditions from grading	☐	☐	☐	☒
f. Expansive soils	☐	☐	☒	☐

Discussion:

A preliminary geotechnical investigation report was prepared for the project by GMU Geotechnical, Inc. (October 5, 2018) to evaluate the subsurface conditions at the project site for the purpose of making geotechnical recommendations related to the design and construction of the proposed medical office buildings. Per the geotechnical investigation report, the project site is relatively flat with a gentle slope descending to the northwest towards Sixth Street. As the site is comprised of multiple properties, portion of the site contains vegetation, asphalt parking lot, and gravel parking lot. GMU drilled 11 holes to a maximum depth of 51.5 feet below the existing ground surface to determine the subsurface geologic and groundwater conditions and to obtain bulk and drive samples for geotechnical testing. Based on the soils test, the site contains alluvia fan deposits overlain by artificial fill. The alluvial fan deposits were observed throughout the 51.5-foot depth. Artificial fill was encountered within two of the drill holes at depths of approximately 1.5 to 2 feet. However, based on previous site conditions observed from historic aerial photographs, the depth of existing artificial fill could vary across the site and may be as thick as 5 feet.

Groundwater was not encountered during the drilling. A separate research performed for the site indicates that groundwater is situated at a depth of approximately 90 feet from the existing ground surface and may vary across the site due to stratigraphic and hydrologic conditions but is not expected to impact development of the site. Therefore, no impacts are expected.

The site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known active faults are in the area of the project site. The nearest active faults are the Chino and Elsinore fault systems, which are located approximately 2.1 and 3.4 miles from the site, respectively, and are capable of generating a maximum earthquake magnitude of 6.8 and 7.8, respectively. Given the site's proximity to these and other active and potentially active faults, the site will likely be subject to earthquake ground motions in the future. The project will be subject to city and county local codes, the latest California Building Code (CBC), and the engineering recommendations in the project's geotechnical investigation report. Therefore, any potential impacts related to fault/seismic failures would be reduced to a less than significant impact and no further mitigation would be necessary.

The site is not located in a zone that requires investigation for liquefaction. In addition, based on the soils encountered at the site, GMU opines that the liquefaction potential at the site is low. No impacts are expected from liquefaction.

Based on GMU's review of available geologic maps, literature, topographic maps, aerial photographs, and soils evaluation, the potential for landslides to occur at the site is considered negligible. No impacts are expected as it pertains to landslides.

The soils encountered at the site exhibit a medium to high expansion potential. As such, GMU recommends using a high expansion potential in the design of the structures. Compliance with the recommendations in the geotechnical investigation report would reduce potential impacts to less than significant and no mitigation is required.

Development of the site would involve grading of more than 100 cubic yards. There would also be grading in areas with greater than 10 percent slopes. Adherence to the city's grading regulations and the grading specifications identified in the geotechnical investigation report would ensure a less than significant impact would occur and no further investigation would be required.

4. HYDROLOGY AND WATER QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than significant Impact	No Impact
a. Violate water quality standards/waste discharge requirements	☐	☐	☒	☐
b. Deplete groundwater supplies	☐	☐	☐	☒
c. Alter existing drainage pattern	☐	☐	☒	☐
d. Increase flooding hazard	☐	☐	☐	☒
e. Degrade surface or ground water quality	☐	☐	☒	☐
f. Within 100-year flood hazard area	☐	☐	☐	☒
g. Increase exposure to flooding	☐	☐	☐	☒
h. Exceed capacity of storm water drainage system	☐	☐	☒	☐

Discussion:

Per the project's hydrology report (Fuscoe Engineering, July 2019), the site currently drains from the southeast corner of the project site to the northwest corner. For the existing Corona Public Library parking lot, runoff surface flows toward curb and gutter and ultimately to Belle Avenue. The existing streets surrounding the project site do not have any existing catch basin inlets to capture any of the surface runoff from the project site. There are also no underground drainage lines to carry runoff to the city's public storm drain system. Development of the proposed project would alter the existing drainage pattern onsite. The project will be designed to match the historic drainage pattern flow of the existing conditions. The prosed drainage for the project will have storm water runoff surface flow towards the northwest corner near the intersection of Sixth Street and Sheridan Street which will then travel west down Sixth Street and Seventh Street till they join with a public storm drain line on Merrill Street. Low flows will be collected to one of two on-site underground infiltration galleries via pervious pavement proposed within the parking lot. Flow through planter areas in the landscape medians will be used as a water quality method for treating runoffs. Overall, the project will not adversely affect the downstream facilities or neighborhood and will reduce the impact on the existing infrastructure. Therefore, no mitigation is required.

Development of the project site would increase the area of impermeable surface paving which will result in an increase in surface runoff. The applicant has submitted a preliminary Water Quality Management Plan (WQMP) prepared by Fuscoe Engineering (September 17, 2018) to ensure that the project addresses potential water quality impacts. The applicant will be required to implement on site the Best Management Practices (BMPs) identified in the preliminary WQMP to minimize pollutant runoff into the City's storm water drainage system. These include maintaining and periodically repainting or replacing inlet markings, providing regular maintenance of the landscaping, and sweeping sidewalks and parking areas regularly and to prevent accumulation of litter and debris. Prior to issuance of a grading permit, the applicant will be required to submit a final WQMP to be reviewed by the Corona Public Works Department. This will result in a less than significant impact to water quality and therefore, no further mitigation is required.

According the project's geotechnical investigation report (GMU, October 5, 2018), review of Riverside County FEMA Flood Insurance Rate Map indicates that the site is located within "Zone X", an area of 0.2% annual chance flood, 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile, and protected by levees from 1% annual chance flood. The potential for the site to be adversely impacted by significant flooding is considered low. Additionally, the project site is not located within the 100-year flood hazard area. Development of the project site will not result in a flooding hazard nor will it expose the site and surrounding area to flooding. Therefore, no impacts are anticipated with respect to flooding and no mitigation is required.

5. AIR QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with air quality plan	☐	☒	☐	☐
b. Violate air quality standard	☐	☒	☐	☐
c. Net increase of any criteria pollutant	☐	☒	☐	☐
d. Expose sensitive receptors to pollutants	☐	☒	☐	☐
e. Create objectionable odors	☐	☐	☒	☐

Discussion:

The project site is located within the South Coast Air Basin, an area covering approximately 6,745 square miles and bounded by the Pacific Ocean to the west and south and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. Air quality within the Basin is regulated by the SCAQMD which is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the Basin is in nonattainment. The project would be subject to SCAQMD's Air Quality Management Plan (AQMP), which contains a comprehensive list of pollution control strategies directed at reducing emissions and achieving ambient air quality standards. The AQMP is based on projections originating with county and city general plans. Since the proposed project is required to be consistent with the City of Corona General Plan, the project would be consistent with the AQMP. Therefore, no impacts would occur with respect to AQMP implementation, and no mitigation measures are required.

An air quality study was prepared for the project by RK Engineering (February 28, 2019) to analyze potential air impacts associated with the proposed project. Emissions were calculated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2, which was the latest version available at the time of the preparation of the report. The CalEEMod is a computer model approved by the South Coast Air Quality Management District (SCAQMD) to calculate criteria pollutant emissions. The following discusses the project's compliance to air quality plans and potential short-term and long-term air quality impacts.

Construction (Short-term) Emissions Impacts

Short-term air impacts include construction related activities associated with the proposed project. These activities would result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$ which have regional significance thresholds established by the SCAQMD. Any project with daily regional emissions that exceed any of the regulated thresholds should be considered as having an individually and cumulatively significant air quality impact. It is anticipated that construction of the project would be completed in approximately 12 months. During construction, the project is expected to comply with the regulatory construction requirements under the SCAQMD Rules which include but are not limited to Rule 1403 (Asbestos), Rule 1113 (Architectural Coatings), and Rule 403 (Fugitive Dust). The project's estimated maximum daily construction emissions are summarized below in Table 5-A. As shown, emissions resulting from project construction would not exceed the SCAQMD regional thresholds of significance for regulated pollutants. Therefore, a less than significant impact would occur and no mitigation is required.

TABLE 5-A
Estimated Construction Maximum Daily Air Pollutant Emissions (lbs/day)

Construction Phase		Maximum Emissions (lbs/day)				
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Maximum Daily Emissions during Summer or Winter (includes both on-site and off-site project emissions)	32.79	45.64	22.86	0.06	9.50	6.05
SCAQMD Thresholds	75	100	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Construction Related Localized Emissions

The project's air quality study also included a construction related localized emissions impact analysis. SCAQMD established Localized Significance Thresholds (LSTs) to show whether a proposed project would cause or contribute to localized air quality impacts at the nearest sensitive receptor. Sensitive receptors include residences, schools, hospitals, and similar uses

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that are sensitive to adverse air quality. For this project, the nearest sensitive receptors include residential properties located approximately 60 feet to the west and a hospital (Corona Regional Medical Center) located approximately 100 feet to the south. LSTs take into account the size of the project and a project's distance to the sensitive receptor, and apply only to NO_X, CO, PM_{10}, and $PM_{2.5}$. Tables 5-B and 5-C show the project's construction emission rates with and without implementation of **Mitigation Measure 1**. With implementation of **Mitigation Measure 1**, the project would not exceed the SCAQMD's Localized Significance Thresholds (LSTs) established for sensitive receptors located 25 meters from the project site if **Mitigation Measure 1** is implemented. Therefore, compliance with **Mitigation Measure 1** would reduce impacts to less than significant. Note that Tables 5-B and 5-C assume that the project would be implementing standard SCAQMD rules and requirements for fugitive dust control.

TABLE 5-B
Unmitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	45.57	22.06	9.30	6.0
SCAQMD Threshold	216.88	1,335,8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**Yes**	**No**

TABLE 5-C
Mitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	28.35	23.28	6.92	3.81
SCAQMD Threshold	216.88	1,335.8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction Related Diesel Particulate Matter

The greatest potential for toxic air contaminant emissions from the project would be related to diesel particulate matter (DPM) emissions associated with heavy diesel equipment used during construction. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk" which is the likelihood that a person exposed to concentrations of toxic air contaminants over a 30-year lifetime will contract cancer based on the use of standard risk-assessment methodology. As shown in Table 5-B, construction-based particulate matter (PM) emissions including diesel exhaust emissions have the potential to exceed local emissions levels. Therefore, the project is required to implement **Mitigation Measure 1** to reduce particulate matter (PM) from diesel exhaust. The project shall also implement the best available pollution control strategies to minimize potential health risks, which are listed under **Mitigation Measure 2.** Compliance with **Mitigation Measures 1 and 2** would reduce impacts related to DMP to less than significant.

Operational (Long-term) Emissions Impacts

Long-term operational activities associated with the proposed project will result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$. Operational emissions would be expected from energy sources (electricity consumption), mobile sources (vehicle trips), and area sources (landscape equipment and architectural coating emissions). As shown in Table 5-D, the project's expected daily long-term emissions would not exceed the SCAQMD thresholds for VOC, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$. Therefore, this would be less than significant and no mitigation is required.

TABLE 5-D
Project Operational Emissions

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Total Emissions From Mobile, Energy, and Area Sources	4.89	9.55	40.79	0.13	11.26	3.06
SCAQMD Thresholds	55	55	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Operational Related Localized Emissions

Table 5-E shows the localized operational emissions and compares the results to SCAQMD LST thresholds of significance. As shown in Table 5-E, the emissions will be below the SCAQMD thresholds of significance for localized operational emissions. The project will result in less than significant localized operational emissions impacts and no mitigation is required.

TABLE 5-E
Operational LST Impacts

LST Pollutants	Maximum Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum On-site Emissions	0.53	2.12	0.6	0.2
SCAQMD Threshold	216.88	1,335.8	2.4	1.8
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction and Operational Related Odors
Land uses generally associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting operations, refineries, landfills, dairies, fiberglass molding facilities. The project does not contain land uses associated with emitting objectionable odors. Potential odor sources associated with the proposed project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities. However, these activities would be temporary, short-term, and intermittent in nature and would cease upon completion of the project's construction phase. Other potential odor sources associated with the project include the temporary storage of typical solid waste (refuse) associated with the project's long-term operational uses. However, it is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the project's construction and operations would be less than significant and no mitigation would be required.

Operational Related Toxic Air Contaminants
The proposed medical office use is not considered a typical source of significant toxic air contaminants (TAC). A TAC is defined as air pollutants that may cause or contribute to an increase in mortality or serious illness, or which may pose a hazard to human health, and for which there is no concentration that does not present some risk. The primary source of TACs from non-industrial land use development projects would include diesel particulate matter (DPM) generated from diesel exhaust emissions. The medical office use may attract some light-heavy trucks for shipping and delivery purposes, but would not be a truck intensive use that would generate a significant amount of DPM. Based on the project's trip generation taken from the project's Traffic Impact Analysis (RK Engineering Group, December 2018), the project is expected to generate a maximum of 30 heavy truck trips per day.

According to SCAQMD, any project that has the potential to expose the public to toxic air contaminants in excess of the following thresholds would be considered to have a significant air quality impact:

- If the maximum incremental cancer risk is 10 in one million or greater; or
- Toxic air contaminants from the proposed project would result in a Hazard Index increase of 1 or greater.

Based on the project's trip generation, it is not expected that the project would result in significant incremental increases in potential cancer risks to surrounding sensitive receptors. This is considered a less than significant impact and no mitigation is required.

CO Hot Spots Emissions
A CO hot spot is a localized concentration of carbon monoxide (CO) that is above the state one-hour standard of 20 ppm (parts per million) or the eight-hour standard of 9 ppm. When the 1993 CEQA Air Quality Handbook was published, the South Coast Air Basin which includes the project site was designated nonattainment, and so CO hot spot analyses were required to be performed to ensure that development did not exacerbate an existing problem. Since that time, the South Coast Air Basin has achieved attainment status and the potential for hot spots caused by vehicular traffic congestion has been greatly reduced. In fact, the SCAQMP Air Quality Management Plan found that peak CO concentrations were primarily the result of unusual meteorological and topographical conditions, not traffic congestion. Additionally, the 2003 SCAQMD Air Quality Management Plan found that, at the four of the busiest intersections in the South Coast Air Basin, there were no CO hot spots concentrations. Furthermore, the project's Traffic Impact Analysis found that traffic generated by the project would not cause significant adverse impacts. Therefore, it is reasonable to conclude that the project would not significantly increase traffic congestion in the vicinity of the site that would lead to the formation of CO hot spots. This is considered a less than significant impact and no mitigation is required.

Mitigation Measures

1. Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.

2. In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks:
    a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
    b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors.
    c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
    d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

6. TRANSPORTATION/TRAFFIC:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system	☐	☐	☐	☒
b. Conflict of be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☐	☒
c. Increase the total daily vehicle miles traveled per service population (population plus employment) (VMT/SP) above the baseline level for the jurisdiction	☐	☐	☐	☒
d. Cause total daily VMT within the study area to be higher than the No Project alternative under cumulative conditions	☐	☐	☐	☒
e. Change in air traffic patterns	☐	☐	☐	☒
f. Traffic hazards from design features	☐	☐	☐	☒
g. Emergency access	☐	☐	☐	☒
h. Conflict with alternative transportation policies	☐	☐	☐	☒

Discussion:

Senate Bill (SB) 743 was passed by the California State Legislature and signed into law in 2013 requiring public agencies to analyze a project's potential traffic impact on the environment using vehicle miles traveled (VMT) instead of level of service (LOS) when evaluating for CEQA compliance. Section 15064.3 of the 2019 CEQA Guidelines provide the criteria for analyzing transportation impacts of projects when measuring vehicle miles traveled. On May 1, 2019, the City of Corona adopted updates to the city's Local Guidelines For Implementing CEQA which incorporated the provisions of Section 15064.3. The city also has a draft memorandum regarding VMT Analysis Guidelines prepared for Fehr & Peers dated January 11, 2019 which establishes the methodologies for analyzing VMTs. A separate memorandum prepared by Fehr & Peers dated March 27, 2019 establishes that VMT should be analyzed under two scenarios – a baseline year and at buildout which is year 2040. Furthermore, under the VMT Analysis Guidelines, a significant impact would occur if either condition below is met:

- **Project Level Impact**: The buildout of the project increases the total daily VMT per service population (VMT/SP) above the baseline level (year 2017) for the city.
- **Cumulative Effect on VMT**: The buildout of the project causes total daily VMT/SP within the city to be higher than the no-project alternative under cumulative conditions at buildout (year 2040).

The city's established VMT thresholds are based on a 2017 baseline year and at buildout year 2040:

- 2017 Baseline Year – 30.2 VMT/SP
- 2040 Buildout Year – 32.6 VMT/SP

Per the state's Office of Planning and Research Technical Advisory On Evaluating Transportation Impacts in CEQA, certain projects can be screened from being required to conduct a VMT assessment as these types of projects are expected to cause a less than significant impact. These projects include the following:

- Projects that generate less than 110 daily trips.
- Local serving retail less than 50,000 square feet.

- Local serving schools.
- Development in a Transit Priority Area and consistent with the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).
- Development in a low VMT generating area, consistent with the RTP/SCS, and consistent with development currently in that zone.

The project site is located within Corona's Transit Priority Area (TPA) which consists of the areas located approximately within one mile north and south of State Route 91 from approximately Serfas Club Drive to the eastern limits of the city boundaryline. The city's TPA consists of the Metrolink Rail line and RTA bus route on Sixth Street. As such, the Public Works Department did not require a VMT analysis to be prepared for the proposed project. This would be a less than significant impact and no mitigation pertaining to VMT is warranted.

Traffic Impact Analysis

Although the city's CEQA checklist no longer considers level of service or LOS as a means of determining a significant effect on the environment, the city still uses LOS to determine if an applicant's project needs to construct certain circulation improvements or participate in the fair share cost toward the construction of future circulation improvements. Circulation improvements, if required, would be added as a condition of approval for the project. A Traffic Impact Analysis (TIA) was prepared for the project by RK Engineering Group (December 20, 2018, and updated August 21, 2019) to evaluate the project's potential traffic impact in terms of LOS to the surrounding area. Per the General Plan, the acceptable LOS for intersections within the City of Corona is LOS C or better for local intersections in residential/industrial areas, and LOS D or better for collector and arterial intersections.

The project is anticipated to open in year 2020 and is expected to generate approximately 2,050 average daily trips with approximately 164 trips during the AM peak hour, and approximately 204 trips during the PM peak hour.

Access into the project site is planned to be provided via four unsignalized driveways:

- One full-access driveway on Sheridan Street;
- One right-in/right-out driveway along Sixth Street;
- Two full-access driveways on Belle Avenue.

The following street intersections were studied in the TIA because of their proximity to the project site:

1. W. Grand Blvd. / W. Sixth St.
2. Sheridan St. / W. Sixth St.
3. Belle Ave. / W. Sixth St.
4. S. Main St. / Sixth St.
5. S. Main St. / Eighth St.
6. S. Main St. / Ninth St.
7. Sheridan St. / Project Driveway 1
8. Project Driveway 2 / W. Sixth St.
9. Belle Ave. / Project Driveway 3
10. Belle Ave. / Seventh St – Project Driveway 3
11. Sheridan St. / Seventh St.

The following street segments were studied in the TIA because of their proximity to the project site:

1. W. Sixth St., from W. Grand Blvd. to Main St.
2. S. Main St., from Sixth St. to Ninth St.
3. Sheridan St., from W. Sixth St. to Ninth St.
4. W. Ninth St., from Sheridan St.to S. Main St.
5. S. Belle Ave., from W. Sixth St. to Eighth St.
6. W. Eighth St., from Belle Ave. to S. Main St.

The TIA evaluated traffic conditions under the following scenarios:

- Existing Conditions (2018)
- Existing Plus Project Conditions (2018)
- Project Opening Year (2020) with Background Traffic
- Project Opening Year (2020) with Background Traffic and Proposed Project
- Build-out Year (2040) with Background Traffic

- Built-out Year (2040) with Background Traffic and Proposed Project

Existing Conditions (2018): Per the TIA, all study intersections are currently operating at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Existing Plus Project Conditions (2018): This scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Project Opening year (2020) with Background Traffic Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (2.5% total) to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Project Opening year (2020) with Background Traffic Conditions and Proposed Project Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (4% total) to account for area wide/ambient growth. In addition, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions: For both 2040 scenarios, since the project area is projected to experience a more practical annual grow rate of 1.25% as opposed to a 2% annual growth rate, a 1.25% annual growth rate was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions and Proposed Project Conditions: The more practical annual grow rate of 1.25% was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth for this scenario. Also, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue will be removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Because the studied intersections are expected to continue to operate at acceptable levels of service, no additional circulation improvements are required by the applicant.

Roadway Segments: All studied roadway segments are expected to be operating at acceptable levels of service (LOD C or better), with the exception of the following two segments:

1. W. Sixth St., from W. Grand Blvd. to Main St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.
2. S. Main St., from Sixth St. to Ninth St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.

Therefore, to determine the true deficiency of these two roadway segments at Buildout Year with the Project conditions, an analysis was done using peak hours. The TIA indicates that the impacted roadway segments would be operating at LOS A in the peak hours in year 2040 with the project. Therefore, the project is not considered to have an impact on this roadway segment.

7. BIOLOGICAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Endangered or threatened species/habitat	☐	☐	☒	☐
b. Riparian habitat or sensitive natural community	☐	☐	☐	☒
c. Adversely affects federally protected wetlands	☐	☐	☐	☒
d. Interferes with wildlife corridors or migratory species	☐	☐	☐	☒
e. Conflicts with local biological resource policies or ordinances	☐	☐	☒	☐
f. Conflicts with any habitat conservation plan	☐	☐	☒	☐

Discussion:

A biological survey was conducted for the project by ECORP Consulting, Inc. (December 18, 2018) to demonstrate the project's compliance with local, state, and federal regulations regarding listed, protected, and sensitive species. The survey was conducted in accordance with the Multiple Species Habitat Conservation Plan (MSHCP) which is a habitat conservation plan for Western Riverside County that identifies land to be preserved for habitat for threatened, endangered or key sensitive populations of plant and wildlife species. The site is located within the boundaries of the MSCHP; however, it is not located within a cell group or criteria cell of the MSCHP. It is also not located within an area requiring a survey for amphibians, criteria area species survey, mammal survey, narrow endemic plants, or burrowing owls. The project site is not located in any United States Fish and Wildlife designated critical habitat. There are no jurisdictional features, hydric soils, or wetlands on the project site. No scalebroom weed were identified on the site. No burrowing owls or suitable habitat were observed on the site. However, potential nesting habitat for migratory birds and raptors protected by the Migratory Bird Treaty Act and California Fish and Game Code was present within a large olive and eucalyptus tree located in the parkways adjacent to Sheridan and Sixth Streets and within ornamental trees and shrubs located in the paved library parking lot. Raptors breed between February and August, and songbirds and other passerines nest between March and August. If construction of the project occurs during the bird breeding season (February 1 through August 31), ground disturbing construction activities could directly affect birds protected by the MBTA and their nests through the removal of habitat on the project site, and indirectly through increased noise, vibrations, and increased human activity. Compliance with Mitigation Measure 3 would reduce impacts to less than significant.

The project site will not interfere with wildlife corridors because the project site is highly disturbed and surrounded by development on all sides. Therefore, it does not provide movement opportunities for wildlife. The site is also isolated from larger, contiguous blocks of native habitat. Therefore, there is no impact and no mitigation is required.

Mitigation Measures

3. If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.

8. MINERAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Loss of mineral resource or recovery site	☐	☐	☐	☒

Discussion:

Per Figure 4.5-7 of the General Plan Technical Background Report, the project site does not contain mineral resources. Therefore, the project does not impact mineral resources, and no mitigation is warranted.

9. HAZARDS AND HAZARDOUS MATERIALS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Transport, use or disposal of hazardous materials	☐	☐	☒	☐
b. Risk of accidental release of hazardous materials	☐	☒	☐	☐
c. Hazardous materials/emissions within ¼ mile of existing or proposed school	☐	☐	☐	☒
d. Located on hazardous materials site	☐	☒	☐	☐
e. Conflict with Airport land use plan	☐	☐	☐	☒
f. Impair emergency response plans	☐	☐	☐	☒
g. Increase risk of wildland fires	☐	☐	☐	☒

Discussion:

A Phase I Environmental Site Assessment (ESA) was prepared for the project site by TGE Resources, Inc. (January 11, 2019) to evaluate the physical conditions of the project site and to uncover any hazardous wastes that may have previously been used, treated, stored, or disposed on the project site. Based on the Phase I ESA, the northern portion of the project site by Sixth Street was occupied by a commercial building, auto sales business, and service station in the 1920s. The middle and southern portions were previously developed for residential use since 1900. In the 1960s, the northern portion was occupied by the California State Guard and a service station. By the early 1960s, the northern portion was occupied by a furniture store and warehouse. By the mid 1990s, the eastern portion was converted from residential use to the Corona Library parking lot. Between the mid 1990s and 2010, the commercial structures on the northern portion and the residential structures on the rest of the project site were removed from the site. Due to the previous service station use on the project site and the adjacent tire retail and installation shop to the east, the Phase I ESA recommended a Phase II ESA to investigate the site for the actual presence of hazardous substances.

A Limited Phase II ESA was prepared (TGE Resources, March 6, 2019) to analyze the soils on site. Sample soils were collected from the site for analysis which showed the presence of a RCRA metal (lead) along the northeastern property boundary, which constitutes a REC for the site. In addition, the VOC 1,4-dioane is present in soil vapor within the northern of the site, which was the historical location of a gasoline station from the late 1920s through at least the early 1950s, with final disposition of fuel systems (tanks and ancillary product lines) unknown. Given this unknown outcome, this VOC is soil vapor is a confirmed REC for the site. The Limited Phase II ESA recommended further assessment of the soils. As such, a supplemental Limited Phase II ESA was prepared (May 24, 2019) to quantify (laterally and vertically delineate) the previously documented surface soil source areas for regulated concentrations of RCRA metal lead and to analyze the soil characterization in areas slated for excavation/disturbance during the development of the site. Soils were taken from various locations within the project site. A total 27 soil borings were made. The soil samples collected from the borings reported lead at concentrations ranging form 5.92 mg/kg to 752 mg/kg. Additionally, are composite samples reported arsenic at concentrations ranging form 4.93 mg/kg to 9.69 mg/kg. These concentrations exceed the DTSC (Department of Toxic Substance Control) residential and commercial recommended screening levels for lead and arsenic. Gasoline Range Organics (GRO) were also detected in the soil samples.

Potential surface soil exposure is limited in that the majority of the project site will be capped by concrete building foundations and asphalt driveway/parking areas associated with the proposed development. Additionally, in conjunction with site development, the disposal of nonhazardous concentrations of RCRA metal (arsenic and lead) impacted surface soil (deemed geotechnically unsuitable for construction) will occur via excavation and trans port to a regulated/licensed disposal facility. There is potential for construction workers to engage in invasive activities such as excavating, grading, trenching, utility installation, and/or landscaping will encounter slightly elevated levels of lead and arsenic impacted soil during the construction of the site. Given the presence of the soil being impacted by RCRA metals (arsenic and lead) and ORO (gasoline range organics), the Phase II ESA recommended that the developer report the findings to the DTSC and Riverside County Environmental Health Department for review and determination of interest in possible case management. In addition, the developer should prepare and implement a soil management plan to ensure use of appropriate worker protection and proper management/disposal of the contaminated soils. Compliance with these mitigation measures (**Mitigation Measures 4-5**) would reduce impacts to less than significant.

The nearest schools to the project site are Jefferson Elementary School and Corona Fundamental Intermediate School which are located less than one-half mile from the project site. The schools are separated from the project site by developed

residential and commercial properties. Development of the proposed project on the site would not include any activities that would result in hazardous emissions. It also does not include the handling of hazardous materials, substances, or waste in a manner that could result in toxic emissions. Therefore, this would be a non-issue and no mitigation would be required.

The project site is not located in proximity to the Cleveland National Forest nor is it considered an area that can be described as a wildland area. The project site is an infill site located within an urbanized area. Due to the urbanized nature of the surrounding area, the proposed development would not be considered at high risk for fire hazards. Furthermore, all development within the City of Corona is required to comply with all fire code requirements associated with adequate fire access, fire flows, and number of hydrants. Therefore, the project would have no impact and no mitigation is required.

The nearest airport to the project site is the Corona Municipal Airport, located approximately 2.0 miles northwest of the project site. Based on the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not within any identified safety or compatibility zone and therefore, does not conflict with the ALUCP and no mitigation is warranted.

Mitigation Measures

4. Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.

5. Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.

10. NOISE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed noise level standards	☐	☐	☐	☐
b. Exposure to excessive noise levels/vibrations	☐	☐	☐	☐
c. Permanent increase in ambient noise levels	☐	☐	☐	☐
d. Temporary increase in ambient noise levels	☐	☐	☐	☐
e. Conflict with Airport Land Use Plan noise contours	☐	☐	☐	☐

Discussion:

A noise analysis was prepared for the project by RK Engineering (August 16, 2018) to evaluate the potential noise and vibration impacts associated with development of the project. The following discusses the findings of the analysis.

Short-term Noise Impacts (Construction)
Short-term noise exposure would include noise during construction. This would come from using heavy machinery during grading and clearing of the site as well as during construction and paving of the project. The nearest sensitive receptors are existing residential properties located approximately 60 feet west of the project site. Noise associated with construction of the site is expected to reach up to 83 dBA measured at the residential properties. Located to the east of the project site is the Corona Public Library and an urgent care facility. The library and urgent care buildings are approximately 250 and 146 feet, respectively, from the project site. Noise associated with construction of the site is expected to reach up to 74.6 dBA measured at the urgent care and library building facades. Located to the south of the project site is the Corona Regional Medical Center (hospital). The hospital building is approximately 240 feet from the project site. Noise associated with construction of the site is expected to reach up to 72.1 dBA measured at the hospital building façade. Design features are recommended by the noise analysis which would reduce impacts to less than significant. These are shown as **Mitigation Measures 6-10**.

Construction Vibration
Construction of the project will not require the use of vibration inducing equipment such as pile divers or blasting. The main source of vibration impacts would be from jack hammering activity during demolition, bulldozer activity during site preparation and grading, and loading trucks during excavation. The worst-case vibratory impact from the site at the residential structures to the west is estimated to be 0.034 PPV (peak particle velocity inches/second). The annoyance potential of vibration from construction activities would be barely perceptible and no potential damage would be expected to the residential structures and commercial buildings in the nearby vicinity.

Long-term Noise Impacts

The main sources of potential noise impacts from the project would include on-site stationary noise impacts from the rooftop HVAC units, trash truck/loading activities and parking lot noise. Noise levels were measured at the nearest sensitive receptors which are the residential properties to the west of the project site and the urgent care and library to the east of the project site. Per the noise analysis, the noise level generated by the project would be within the allowable limits of the Corona Municipal Code noise standards for stationary noise. Table 10-A shows the project's noise levels at each sensitive receptor location.

Table 10-A
Stationary Noise Impact Analysis

Source	Noise Level (dBA)					
	Leq	Lmax	L_2 (1 min)	L_8 (5 min)	L_{25} (15 min	L_{50} (30 min)
Combined Project Noise Levels (Rooftop HVAC units, trash truck activities, and parking lot noise)	53.9	69.6	64.0	55.0	51.7	50.8
City of Corona Exterior Noise Standard for Daytime (7:00 AM to 10:00 PM)	55.0	75.0	70.0	65.0	60.0	55.0
Exceed Noise Level Standard?	**No**	**No**	**No**	**No**	**No**	**No**

Traffic Source Noise

Traffic noise along Sixth Street, Sheridan Street, and Belle Avenue will be the main source of noise impacting the project site. Traffic noise is analyzed to determine the project's noise/land use compatibility setting. Per the noise analysis, the estimated noise levels at the project site will range from approximately 76.4 dBA CNEL for areas near the north of the site facing Sixth Street to 59.8 dBA CNEL towards the southern portion of the site facing Sheridan Street. As such, traffic noise have the potential to exceed the city's Transportation Noise Source Standard of 65 CNEL for exterior areas on the project site. However, since the project does not have habitat exterior areas, only interior areas would need to meet the 65 CNEL standard. Design features (**Mitigation Measures 11-15)** are recommended by the noise analysis which reduce the interior noise levels within the buildings to meet the city's Transportation Noise Source Standard of 45 CNEL for interior areas. This would reduce impacts to less than significant.

Mitigation Measures

6. Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.

7. No impact pile driving activities shall be allowed on the project site.

8. During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.

9. Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.

10. Obtain a construction work permit from the City of Corona prior to starting construction.

11. All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.

12. Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.

13. Limit engine idling time for all trucks to 5 minutes or less.

14. A "windows closed" condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).

15. Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL.

11. PUBLIC SERVICES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection	☐	☐	☐	☐
b. Police protection	☐	☐	☐	☐
c. Schools	☐	☐	☐	☐
d. Parks & recreation facilities	☐	☐	☐	☐
e. Other public facilities or services	☐	☐	☐	☐

Discussion:

Development of the project site will potentially impact existing schools and city services, such as streets, police and fire services, parks and library services. Therefore, in order to upgrade and finance existing and proposed public facilities, the developer is required to pay the applicable adopted development impact fees that are in effect at the time of issuance of building permits, and construct necessary facilities, if any. This is enforced by city ordinance (CMC Chapter 16.23); therefore, no additional mitigation is warranted with respect to impacts on city and public services.

12. UTILITIES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed wastewater treatment requirements	☐	☐	☒	☐
b. Involve construction/expansion of water or wastewater treatment facilities	☐	☐	☒	☐
c. Involve construction/expansion of storm drains	☐	☐	☒	☐
d. Sufficient water supplies/compliance with Urban Water Management Plan.	☐	☐	☒	☐
e. Adequate wastewater treatment capacity	☐	☐	☒	☐
f. Adequate landfill capacity	☐	☐	☒	☐
g. Comply with solid waste regulations	☐	☐	☐	☒

Discussion:

As required for all projects by the City's Department of Water and Power (DWP), the project is required to construct or guarantee the construction of all necessary public water and sewer facilities needed to serve the project. All water and sewer facilities are required to be designed per the standards of the DWP and Riverside County Department of Health Services and will be reviewed by the DWP during the plan check process. This would reduce the impacts to less than a significant level and therefore, no further mitigation would be required.

The installation of impermeable surfaces, such as buildings and pavement, generally increases the velocity and volume of surface runoff. As runoff flows over lawns, gardens, sidewalks, and streets, it carries off pollutants such as automobile oil and antifreeze, pesticides, pet waste, and litter into the storm drain system. The storm drain system collects water from the streets and transports it directly or indirectly to local water supplies and nearby waterways where it is typically not filtered or treated. The project will be designed to include two onsite underground infiltration galleries covered by pervious pavement constructed within the parking lot to capture additional runoff created by the proposed project. The project is required to adhere to storm drainage requirements found within the NPDES permit process as well as provisions required by the Public Works Department. Since the proposed project would be required to adhere to NPDES permit requirements and City of Corona storm water provisions, impacts associated with this issue are considered to be less than significant and no mitigation would be required.

Waste Management (WM) is contracted by the City of Corona as the sole hauler of solid waste and provider of recycling services. WM provides refuse collection to residential, commercial, and industrial customers. Based on the solid waste generation identified in Table 12-A, the proposed commercial project would generate approximately 0.38 tons/day of solid waste. Solid waste from the project would be transported to the El Sobrante landfill located at 10910 Dawson Canyon in Corona. The El Sobrante landfill accepts a maximum 16,054 tons of waste per day and has a remaining capacity of 145,530,000 tons and an estimated closure date of 2045 (http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0217/Detail/).

TABLE 12-A
Project Solid Waste Projections

Proposed use	Square foot	Solid Waste Generation Factor	Project Solid Waste Generated (tons/year)
Commercial	58,900 s.f.	0.0024 tons/sf/year[1]	141.36
		TOTAL (tons/year)	**141.36**
		TOTAL (tons/day)	**0.38**

1. Source: Table 4.5-5 Generation of Solid Waste at General Plan buildout within the City, City of Corona General Plan Final Environmental Impact Report, March 2004

Development of the proposed project would not significantly impact current operation of or the expected lifetime of the El Sobrante Landfill because solid waste generated by the proposed project represents substantially less than one percent of the landfill's maximum allowable daily capacity. Additionally, solid waste service fees would be charged to individual property owners when services is initiated to offset operation costs associated with solid waste collection and disposal. Therefore, the project is anticipated to create a less than significant impact to landfill capacity and no mitigation would be required.

13 AESTHETICS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Scenic vista or highway	☐	☐	☐	☒
b. Degrade visual character of site & surroundings	☐	☐	☒	☐
c. Light or glare	☐	☐	☒	☐
d. Scenic resources (forest land, historic buildings within state scenic highway	☐	☐	☐	☒

Discussion:

Per the General Plan, Sixth Street, Sheridan Avenue, and Belle Avenue are not designated as scenic highways in the city. The project site, however, is located within one-half mile to Grand Boulevard and Main Street which are designated as scenic highways. The project site is located in the downtown area which has been shaped by different eras and maintains various architectural styles. The project is subject to the development standards and architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which would ensure that the project is well designed and that the buildings are compatible with other existing buildings in the project area. The specific plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. In addition, the specific plan requires new buildings to incorporate historical architectural elements to retain/restore historic or memorable features to the downtown fabric. It should be noted that replicating the architecture of the existing historic building is not required.

The project proposes two medical office buildings which are two stories each and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look which is the quintessential look of the Commercial Block style. In addition to the architectural guidelines, the project is also required to comply with all other applicable development standards such as building setbacks, landscaping, signage, and building height to ensure that the project is well designed and compatible with the existing nearby commercial and office developments and not degrade the visual character of the site and surroundings. Therefore, impacts related to this issue are expected to be less than significant and no mitigation is required.

The project site does not immediately abut existing residential uses. The nearest residential properties are located across Sheridan Street to the west. The project is designed with one building (Building A) located on the northwest corner of the site and the other building (Building B) located on the southeast corner of the site. The buildings would not be located directly in front of the six residential structures on Sheridan Street. Only one residence would be facing the rear portion of the northerly building. The other five residences would be facing the project's parking lot which would not be as visually impactful. Also, Sheridan Street currently provides a separation and buffer between the project site and residential properties.

Development of the proposed project would necessitate the installation of outdoor lighting necessary for the maintenance of public safety and security. The project site is located in a heavily developed area with existing ambient lighting, thus, implementation of the proposed project would not result in a significant change in the existing ambient lighting. Furthermore, the Corona Municipal Code requires exterior lighting to be directed downward with minimal spillover onto adjacent properties. The project is required to submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting to be designed to direct light downward with minimal spillover onto adjacent residences and sensitive land uses. The nearest residential uses are located on the west side of Sheridan Street across from the project site. Submittal of a photometric analysis would ensure that lighting from the project would not spillover onto the residential properties. Compliance with Mitigation Measure 16 would ensure that impacts associated with light and glare effects resulting from the project would be less than significant.

Mitigation Measures

16. Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.

14. CULTURAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Historical resource	☐	☐	☒	☐
b. Archaeological resource	☐	☐	☒	☐
c. Paleontological resource or unique geologic feature	☐	☐	☒	☐
e. Disturb human remains	☐	☐	☒	☐

Discussion:

Per the cultural resource survey prepared for the project by ECORP Consulting, Inc., seven historic-period resources consisting of residential structures were once located within the project area. All seven buildings were removed between 1980 and 2009. A historic district, Grand Boulevard, is located within one-half mile from the project area. A field survey was conducted which identified five new historic-period features that are part of the city's infrastructure (street, sidewalk, driveways, utility poles, trees) that served the seven buildings that are no longer present. The five newly identified features are not within the city's Grand Boulevard historic district or associated with a historic landmark on the city's register of historic resources; therefore, the five features have no historic or architectural significance. ECORP also conducted a search of the Sacred Lands File through the Native American Heritage Commission (NAHC) which indicated no presence of any Native American cultural resources within one mile of the project area.

The project is subject to SB 18 and AB 52 tribal consultation. As part of the SB 18 process, the Community Development Department obtained a list of local Native American tribes from the Native American Heritage Commission, dated December 3, 2018, to contact. Written notification, dated December 4, 2018, were sent to 12 tribes inviting them to participate in tribal consultation. The Department also contacted six tribes through the city's Letter of Transmittal, dated March 25, 2019, pursuant to AB 52. The Department received written request for consultation from Pechanga, Gabrieleno, and Rincon within the response 90-day and 30-day response time frame allowed under SB 18 and AB 52, respectively. Consultation was held separately with the Rincon, Pechanga, and Gabrieleno, tribes on May 2, May 6, and May 30, 2019, respectively. The Rincon and Gabrieleno tribes requested tribal monitoring in which mitigation measures were agreed upon between the City and tribes to reduce potential impacts to cultural resources to a less than significant level (**Mitigation Measures 7-12).** Consultation with the Pechanga tribe did not result in an agreement on mitigation measures as Pechanga became nonresponsive to staff's emails over the course of the consultation period. As such, staff decided to conclude consultation with the Pechanga tribe as of August 12, 2019 as staff felt that a good faith effort has been made in consulting with the Pechanga tribe. However, given that two tribes have requested tribal monitoring, staff is assuming that Pechanga will also request tribal monitoring, unless

otherwise determined by Pechanga that the mitigation measures are no longer needed.

Mitigation Measures

17. **Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.
18. **Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

    a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

        i. Project grading and development scheduling;

        ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists;

        iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

19. **Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:

    a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and

    b. **Treatment and Final Disposition*:*** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same:

        i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;

        ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;

        iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and.

        iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the

project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.

20. **Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

21. **Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out:

    a. The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques.
    b. All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.

22. **Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

    The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

    According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

15. AGRICULTURE RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Williamson Act contract	☐	☐	☐	☒
b. Conversion of farmland to nonagricultural use	☐	☐	☐	☒

Discussion:

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Act is to encourage property owners to continue to farm their land, and to prevent the premature conversion of farmland to urban uses. The project site is

not located within a Williamson Act contract area. Therefore, no impact to Williamson Act lands will result from the proposed development and no mitigation is required.

The project site is not a designated farmland per the farmland maps compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP). For this reason, development of the project site would not result in the conversion of farmland to nonagricultural uses; therefore, there would be no impacts and no mitigation would be required.

16. GREENHOUSE GAS:		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Generate greenhouse gases	☐	☐	☒	☐
b.	Conflict with a plan, policy or regulation	☐	☐	☒	☐

Discussion:

The City of Corona adopted the City of Corona Climate Action Plan (CAP) in 2012 which utilizes the *Greenhouse Gas Emissions CEQA Thresholds and Screening Tables* to determine whether or not a project would have a significant impact on greenhouse gas emissions. The screening tables are to provide guidance in measuring GHG reductions attributable to certain design and construction measures incorporated into development projects. Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the City's CAP and would thus be considered less than significant. Utilizing the screening tables would also allow the City to meet its GHG emissions target for year 2020.

Per the CAP, small projects that are expected to emit GHG emissions that are less than 3,000 $MtCO_2e$ (metric tons of CO_2e equivalent) are not required to utilize the screening tables as they would be expected to have a less than significant individual and cumulative impact for GHG emissions. To demonstrate that the applicant's project is a "small project" a greenhouse gas analysis was prepared for the project by RK Engineering Group (February 28, 2019). The annual greenhouse gas emissions associated with the construction of the project is estimated to be approximately 494.64 $MTCO_2e$ which include on-site and off-site emissions. SCAQMD recommends amortizing the emissions over a period of 30 years (the anticipated lifetime of commercial projects). The project's amortized emissions is approximately 16.49 $MTCO_2e$ per year. For operational emissions, the project is expected to generate 2,065.99 $MTCO_2e$ per year. The project's construction and operational emissions would not exceed the threshold of 3,000 $MTCO_2e$ per year for small land use projects and thus, the project was not required to use the screening tables which demonstrates the project's compliance with the CAP. Therefore, the project would result in a less than significant impact and no mitigation is warranted.

17. TRIBAL CULTURAL RESOURCES		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b.	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	☐	☒	☐	☐

Discussion:

The project site is not listed on the California Register of Historical Resources or on the City's register of historic resources.

See 14 above for a detailed discussion and mitigation measures that apply to Tribal Cultural Resources.

18. MANDATORY FINDING OF SIGNIFICANCE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fish/ wildlife population or habitat or important historical sites	☐	☐	☒	☐
b. Cumulatively considerable impacts	☐	☐	☒	☐
c. Substantial adverse effects on humans	☐	☐	☒	☐
d. Short-term vs. long-term goals	☐	☐	☒	☐

Discussion:

Based on the Initial study, the project has the potential to result in significant impacts to the following environmental topic:

- Biological Resources
- Hazards and Hazardous Materials
- Air Quality
- Noise
- Aesthetics
- Cultural Resources

However, appropriate mitigation measures have been developed. Mitigation Measures 1-22 successfully mitigate all identified potential impacts to less than significant levels. Therefore, project impacts to fish/wildlife population or habitat, important historical sites, cumulatively considerable impacts, substantial adverse effects on humans, or short-term vs. long-term goals are considered less than significant.

19. WILDFIRE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan	☐	☐	☒	☐
b. Due to slope, prevailing wind, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from wildfire or the uncontrolled spread of a wildfire	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water resources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes	☐	☐	☒	☐

Discussion

According to the California Department of Forest and Fire Protection (Cal Fire), the proposed project is not within a state responsibility area (SRA) or land classified as Very-High Fire Hazard Severity zone. Furthermore, the project site is not adjacent to any wildlands or undeveloped hillsides where wildland fires might be expected as the project site is located in the city's downtown area on Sixth Street between Sheridan Street and Belle Avenue. Access for emergency vehicles would be provided via Sixth Street, Sheridan Street, or Belle Avenue. Therefore, implementation of the proposed Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. Impacts are considered to be less than significant, and no mitigation is required.

The proposed project site is on a relatively flat area. The proposed medical office project will not contribute to the spreading of wildfire since the project's design is in compliance with the current CBC which includes fire construction standards. Therefore since the project will not exacerbate wildfire risks, then impacts to exposing people to pollutant concentrations from a wildfire the uncontrolled spread of a wildfires are considered to be less than significant, and no mitigation is required.

The proposed project would not require the installation or maintenance of roads, fuel breaks, emergency water sources, or power lines. Also, the project site is not located within a Very-High Fire Hazard Severity Zone. As such, impacts are considered to be less than significant, and no mitigation is required.

The project site is relatively flat and not located adjacent to a hillside area. Thus, implementation of the proposed project would not pose a risk to a downslope or downstream flooding or landslides, and the project did not change existing drainage patterns. Therefore, impacts to exposing people or structures to significant risks as a result of runoff, post-fire slope instability, or drainage changes are considered to be less than significant and no mitigation is required.

20. ENERGY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency	☐	☐	☒	☐

Discussion

An energy use assessment was prepared for the project by LSA Associates (May 16, 2019) to determine the potential energy related impacts associated with the development and operation of the project. Energy use during construction and operation of the project were analyzed. The following discusses each phase of the development.

Construction Period Energy Use

The project would increase the demand for electricity, natural gas, and gasoline. The project's construction schedule anticipates 12 months of construction that would require demolition, paving, and architectural coating. Energy would be needed for the manufacture and transportation of building materials, preparation of the site for demolition and grading activities, and building construction. Petroleum fuels (e.g. diesel and gas) would be the primary sources of energy for these activities. The project's air quality and greenhouse gas study (RK Engineering Group, February 2019) included recommended design features that would be included in the conditions of approval for the project and integrated into the design. Incorporation of the design features would increase energy efficiency on the site during project construction. The design features include the following:

- All construction vehicles shall be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer.
- Utilize low emission "clean diesel" equipment with new or modified engines that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
- Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the state's available energy sources. Therefore, construction energy impacts would be less than significant, and no mitigation would be required.

Operational Energy Use

The project's operational energy use would result from using electricity, natural gas, and gasoline. Table 20-A shows the estimated potential increased electricity, natural gas, and gasoline demand associated with the proposed project. The estimated potential increased electricity demand associated with the proposed project is 600,068 kilowatt-hours (kWh) per year. In 2017, California consumed approximately 288,614 gigawatt-hours (GWh) or 288,614,000,000 kWh. Of this total, Riverside County consumed 15,906 GWh or 15,906,310,734 kWh. Therefore, electricity demand associated with the proposed project would be less than 0.01 percent of Riverside County's total electricity demand.

As it pertains to natural gas, which would be used for heating, the estimated potential increased natural gas demand associate 898
with the proposed project is 2,044 terms per year. In 2017, California consumed approximately 12,571 million therms or 12,571,000,000 therms, while Riverside County consumed approximately 393 million therms of approximately 393,428,777

therms. Therefore, natural gas demand associated with the proposed project would be less than 0.01 percent of Riverside County's total natural gas demand.

As it pertains to gasoline, the project would result in energy usage associated with gasoline to fuel project-related vehicular trips. As shown in Table 20-A, it is expected that vehicle trips associated with the project would consume approximately 182,530 gallons of gasoline per year. In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline. Therefore, gasoline demand generated by vehicle trips associated with the proposed project would be a minimal fraction of gasoline and diesel fuel consumption in California. The air quality and greenhouse analysis recommended the following measures which would help to reduce transportation-related energy use:

- Limit energy idling time to 5 minutes or less.
- Encourage trucks accessing the site to be equipped with the latest cleaner-burning diesel fuel technology.
- Encourage trucks that visit the site to be retrofit engines with particle-trapping filters.
- Encourage the use if alternative fuels, such as natural gas, propane and electricity instead of diesel whenever possible.

In addition, new automobiles purchased by visitors driving to and from the project site would be subject to fuel economy and efficiency standards applied throughout the state. As such, fuel efficiency of vehicles associated with the project site would increase throughout the life of the project. Therefore, implementation of the proposed project would not result in a substantial increase in transportation related energy use. Furthermore, the project is required to comply with the state's CALGreen building codes and Title 24 Part 6 Building Efficiency Standards, which would further help to reduce energy and natural gas consumption. Therefore, the project would not result in wasteful, inefficient, or unnecessary consumption of fuel or energy and would incorporate renewable energy or energy efficiency measures into building design, equipment use, and transportation. Impacts would be less than significant, and no mitigation measures would be necessary.

Table 20-A
Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline (gallons per year)
Medical-Dental Office Buildings	560,728	2,044	1882,530
Parking Lot	39,340	0	0
Total	**600,068**	**2,044**	**182,530**

Consistency with State or Local Plan for Renewalable Energy or Energy Efficiency
As indicated, energy usage on the project site during construction would be temporary in nature. In addition, energy usage associated with the operation of the buildings would be relatively small compared to the state's available energy sources and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the project would conflict with California's energy conservation plans as described in the California Energy Commission's 2017 Integrated Energy Policy Report. In addition, the project would be required to comply with CALGreen and Title 24 standards, the Corona Municipal Code, and the city's Climate Action Plan. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and no mitigation would be required.

21. PREVIOUS ENVIRONMENTAL ANALYSIS:

Earlier analysis may be used when one or more of the environmental effects have been adequately analyzed in an earlier EIR or Negative Declaration (Section 15063).

DOCUMENTS INCORPORATED BY REFERENCE:

1. City of Corona General Plan, March 17, 2004
2. Phase I ESA, prepared by RK Engineering, January 11, 2019
3. Phase II ESA, prepared by RK Engineering, March 6, 2019
4. Supplemental Phase II ESA, prepared by RK Engineering, May 24, 2019
5. Preliminary WQMP, prepared by Fuscoe Engineering, September 17, 2018
6. Traffic Impact Study, prepared by RK Engineering, December 20, 2018
7. Biological Technical Report and MSHCP Consistency Analysis, prepared by ECORP Consulting, Inc., December 18, 2018
8. Energy Use Assessment, prepared by LSA Associates, May 16, 2019
9. Cultural Resources Inventory, prepared by ECORP Consulting, Inc., December 2018
10. Hydrology Report, prepared by Fuscoe Engineering, July 2019
11. Preliminary Geotechnical Report, prepared by GMU Geotechnical, Inc., October 5, 2018
12. Noise Impact Study, prepared by RK Engineering, August 16, 2018
13. Air Quality and Greenhouse Gas Impact Study, prepared by RK Engineering, February 28, 2019

FIGURES:

- **Figure 1 – Aerial Map**
- **Figure 2 – General Plan Map**
- **Figure 3 – Zoning Map**

MITIGATION MONITORING AND REPORTING PROGRAM
CITY OF CORONA

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person
	Air Quality				
1	Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works
2	In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks: a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology. b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors. c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works

	Biological Resources				
3	If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
	Hazards and Hazardous Materials				
4	Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
5	Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
	Noise				
6	Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
6	No impact pile driving activities shall be allowed on the project site.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
8	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
9	Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.	Condition of Approval	Submittal of grading plans and field inspection.	Prior to issuance of a grading permit and during grading and construction.	Public Works

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10	Obtain a construction work permit from the City of Corona prior to starting construction.	Condition of Approval	Submittal of building and grading plans.	Prior to issuance of a building and grading permit.	Building and Public Works
11	All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.		Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
12	Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
13	Limit engine idling time for all trucks to 5 minutes or less.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
14	A “windows closed” condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
15	Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
	Aesthetics				
16	Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project’s compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.	Condition of Approval	Submittal of a photometric analysis.	Prior to issuance of a building permit.	Building and Planning

	Cultural Resources				
17	**Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
18	**Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include: i. Project grading and development scheduling; ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists; iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

	the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.				
19	**Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries: a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and b. **Treatment and Final Disposition*:*** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same: i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed; ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and. iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.				
20	**Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
21	**Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out: ***a.*** The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques. ***b.*** All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.				
22	**Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts. The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

907

	disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).				

908

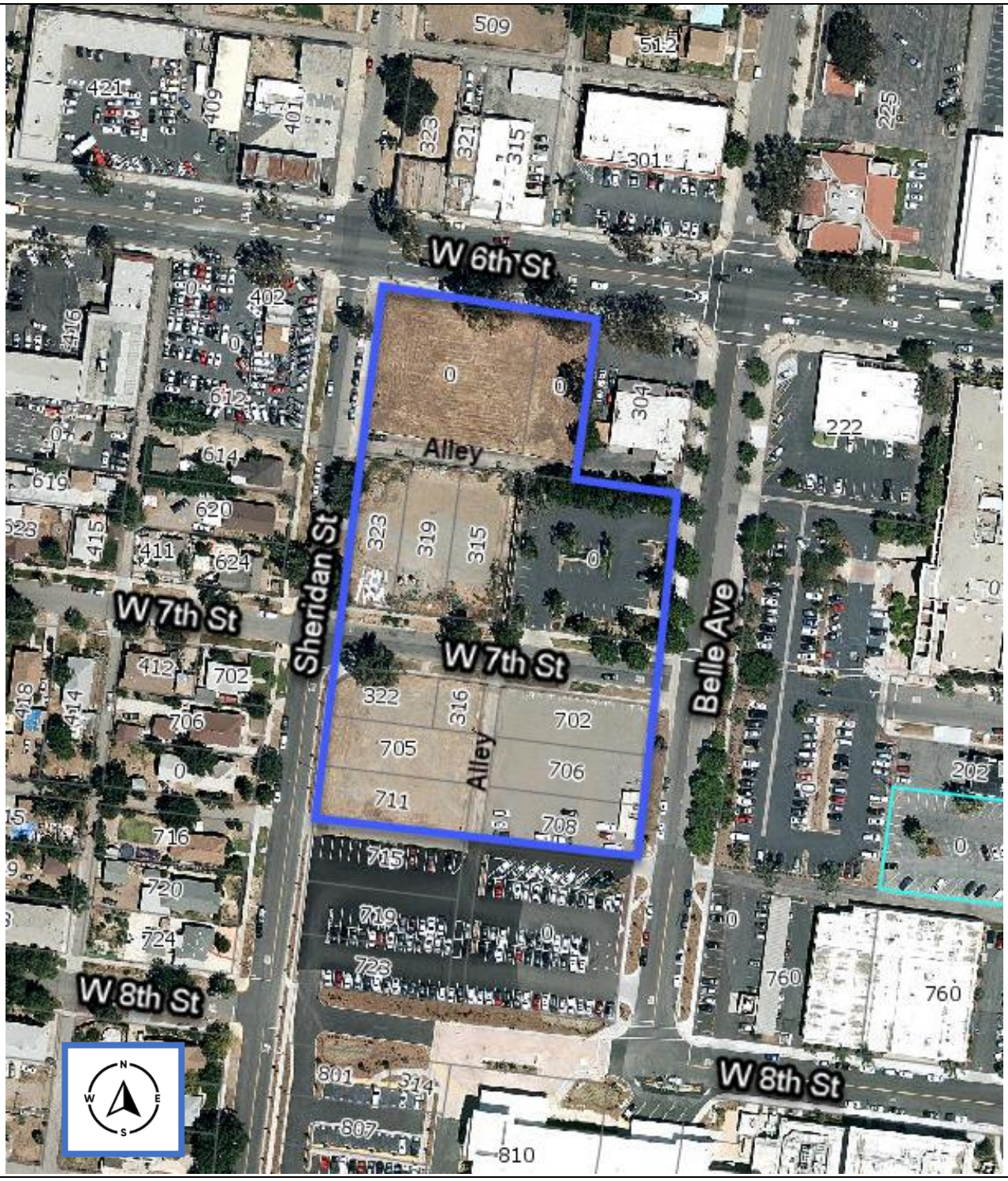


Figure 1 – Aerial Map

Legend

Project Site

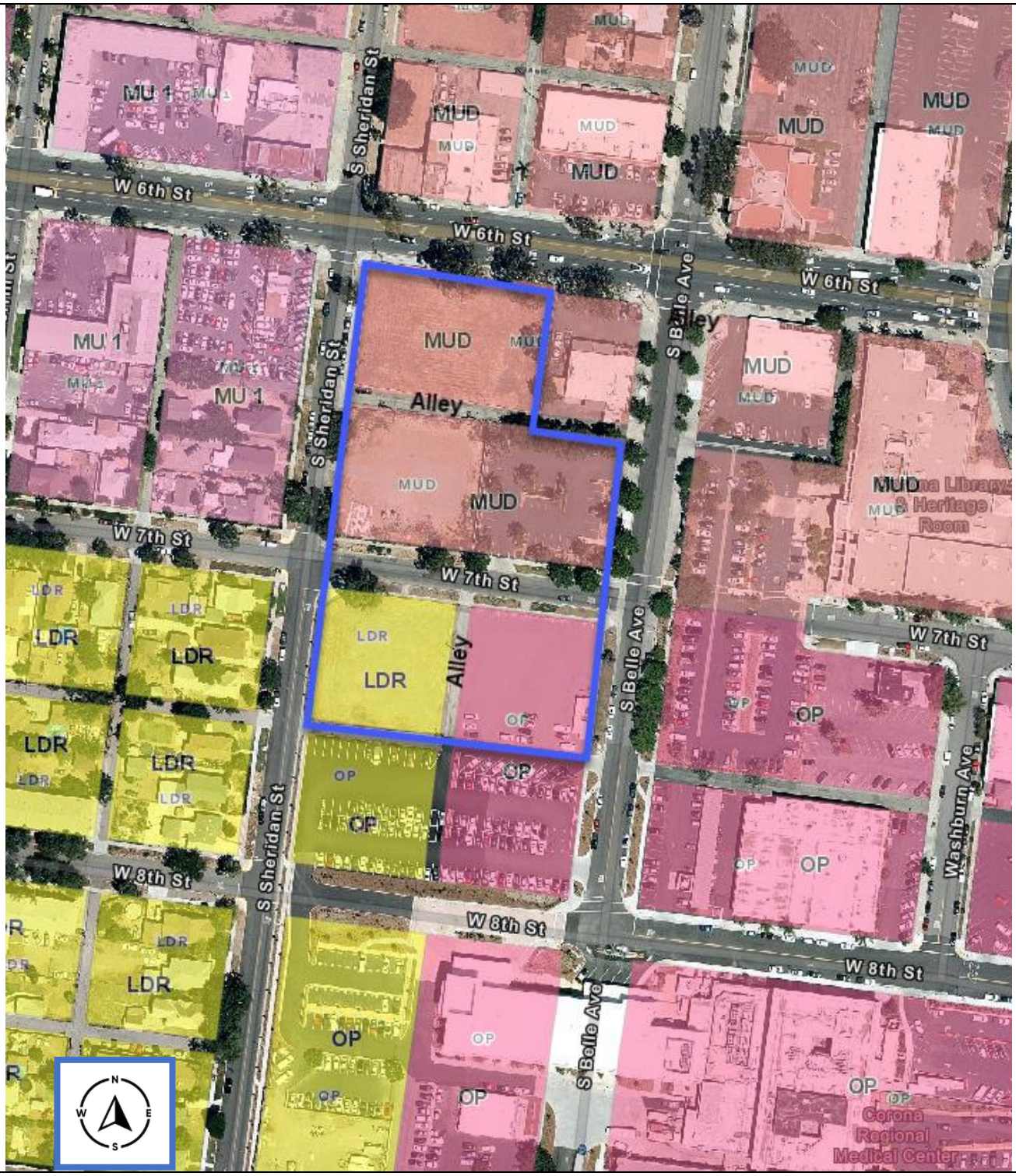


Figure 2 – Existing General Plan Map

General Plan Land Use Legend:

MU – Mixed Use: Downtown
MU 1 – Mixed Use: Commercial and Residential
LDR – Low Density Residential, 3-6 du/ac
OP – Office/Professional

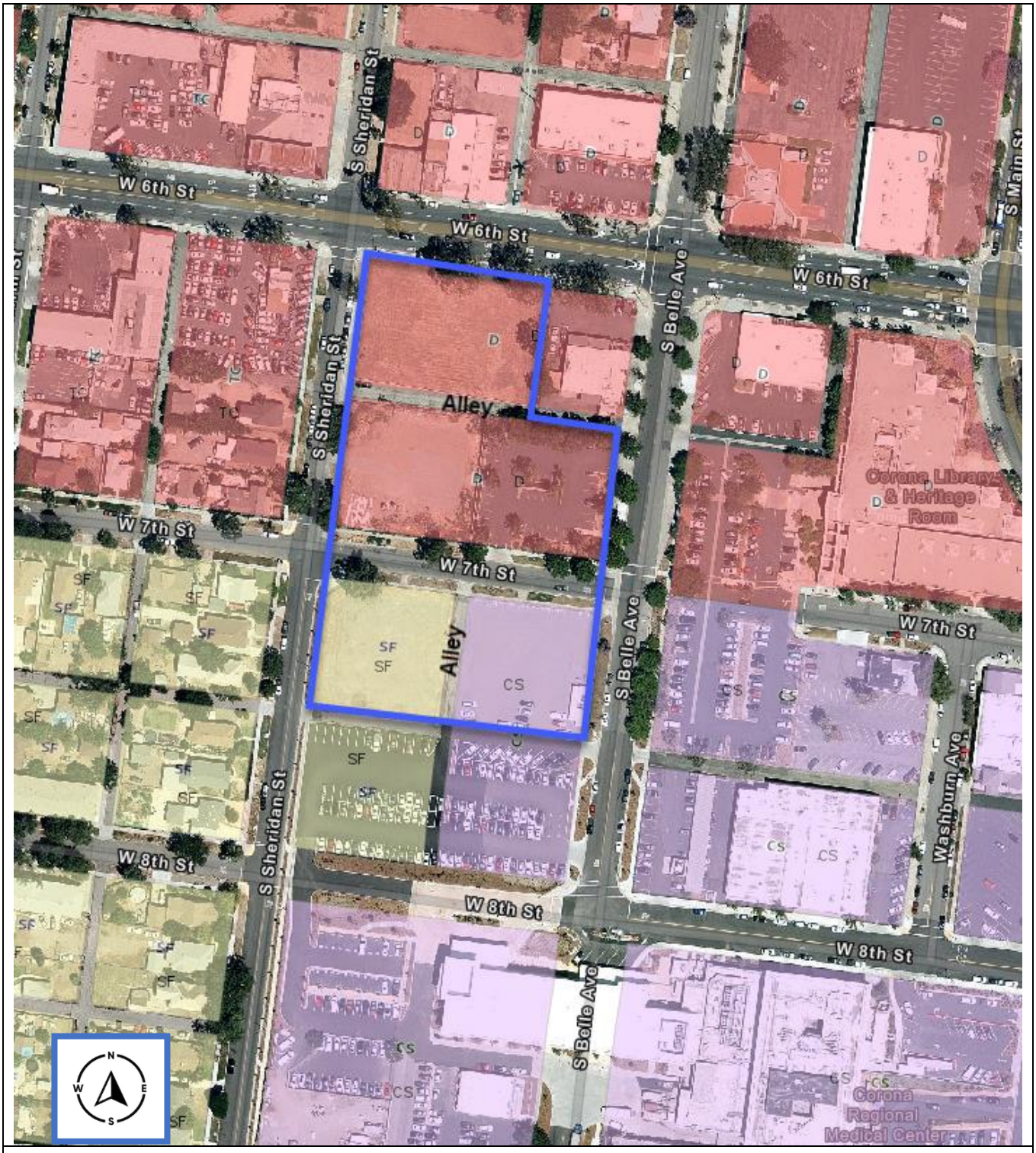


Figure 3 – Existing Zoning Map

Zoning Legend:
CS – Community Services District
D – Downtown District
SF – Single Family District
TC – Transitional Commercial District

RECEIVED
AUG 16 2019
Community Development Dept

Planning Commission
Community Development Department
400 South Vicentia Ave.
Corona, CA 92882
08/15/2019

Dear Planning Commission:

My name is John Vazirian and I own the property to the west side of the proposed medical building. Specifically, my properties are 402 West Sixth Street and 614, 620, and 624 Sheridan Street. The entire property is TC Commercial Zone.

I am very delighted to the see the medical building being developed and I believe this development will add great value to the City of Corona.

However, I am deeply concerned with the proposed location and size of the medical office building (See Site Plan A). The medical office has been designed without consideration of its negative impact on our properties. Specifically, the building dimensions being 40 feet high and 165 feet lengthwise, in conjunction with its location on the property, will only isolate our property by obstructing it from view on Sixth Street. Our property has already been obstructed from view from the west side by the adjacent car wash.

In order to open space at the corner of Sheridan and Sixth Street, I am providing you with three other alternative site plans: B, C, and D.

These site plans may not meet all the requirements, but I believe this issue can be properly address if there is a design by an unbiased architect.

Should the design and layout plan remain as is, the proposed medical office will undoubtedly diminish the value of our property by blocking, isolating and discouraging the placement of any future commercial buildings on my properties. This would result in a total loss to the property financially.

I am hopeful that the planning commission will select a layout that would be more beneficial to all surrounding properties.

Thank you for your time and consideration,

John Vazirian

Enclosures: (5)

EXHIBIT P

[redacted]

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

LOADING

PLAZA

SITE PLAN A

OUR PROPERTY LINE
TC COMMERCIAL
7th St
Main St
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
LOADING
PLAZA
AVAILABLE
25,000 SF

SITE PLAN B

[redacted]

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

LOADING

PLAZA

SITE PLAN C

OUR PROPERTY LINE
TC COMMERCIAL
7th St
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
PLAZA

SITE PLAN D

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Monday, August 26, 2019

6:00 PM

Council Chambers

Planning and Housing Commission

Karen Alexander, Chair
Timothy Jones, Vice Chair
David Hooks, Commissioner
Craig Siqueland, Commissioner
Viren Shah, Commissioner

EXHIBIT 4

ROLLCALL

Present 5 - Commissioner Viren Shah, Vice Chair Tim Jones, Chair Karen Alexander, Commissioner Craig Siqueland, and Commissioner David Hooks

1. CALL TO ORDER

Chair Alexander called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Commissioner Hooks led the Pledge of Allegiance.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

None.

4. CONSENT ITEMS

None.

5. PUBLIC HEARINGS

19-0752 CUP2018-0014 (CONTINUED): Conditional Use Permit application to establish and operate a 4,375 square foot public charter school within an existing commercial building located at 700 North Main Street in the CR (Commercial Retail) District of the North Main Street Specific Plan (SP99-01) (Applicant: Bill Calleja of Pivot Charter School, 700 North Main Street, Corona, CA 92880).

Attachments: Staff Report

A motion was made by Commissioner Shah, seconded by Commissioner Siqueland, that the Planning and Housing Commission CONTINUE item CUP2018-0014 to the Planning and Housing Commission meeting of September 9, 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0754 HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

Attachments: Staff Report
Locational and Zoning Map
Exhibit A - Statement of architectural and historical significance
Exhibits B1-B14 - Photographs of Property
Exhibit C - CHPS letter dated August 4, 2019
Exhibit D - Environmental Documentation
Exhibit E - Aerial map of property
HRLM2019-0002 PP Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for HRLM2019-0002. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the item before the public hearing is opened.

TOM RICHINS, SPOKE ON BEHALF OF APPLICANT ROBERT MONTANEZ, gave a brief description on the history of the home and provided clarification regarding the add-on to the home and the year the home was built. He also stated that if the home is approved for a Mills Act contract, the applicant would be allowed to take the savings and apply it towards the preservation and maintenace of the home.

ANGELA MONTANEZ, APPLICANT, commented that trees in the front yard will be pruned.

Chair Alexander opened the public hearing.

RICHARD WINN, REPRESENTING CORONA HISTORIC PRESERVATION SOCIETY (CHPS), spoke about CHPS's concerns for this home being listed as a local landmark. He indicated the current condition of the home and property does not compare to other historic homes that have been given local landmark status and that the owner should do more work on the property to better the appearance before it is listed as a local landmark. He also showed an example of another home in the city that is same style as the applicant's home, but demonstrates a better appearance from the street.

Chair Alexander closed the public hearing.

Commissioner Hooks expressed his agreement on the recommendation for the tress to be pruned.

Vice Chair Jones asked if the attic ventilation located on the roof can be removed or relocated to keep the historic value of the home.

Angela Montanez responded yes.

Mr. Richins expressed his acknowledgement of the Mills Act and agreed that the attic ventilation should be removed to keep the historic value of the home; and that it can be easily done with the cost savings the owner will have through the Mills Act.

Vice Chair Jones asked that the removal of the attic ventilation be added to the conditions of approval.

Commissioner Siqueland commented he believes the home is a good example of a historic home in Corona. He also recommends that a landscape maintenance agreement be established for this property to include tree trimming.

JOANNE COLETTA, DIRECTOR OF COMMUNITY DEVELOPMENT, stated an improvement plan can be added to the Mills Act contract. Ms. Coletta explained the terms of the Mills Act contract to the Commissioners.

Chair Alexander expressed she likes the historic preservation in the city and thanked the CHPS and the applicant for all their work. She also commented on the letter she received from Mr. Winn. She agrees this home meets the requirements stated in the Corona Municipal Code (CMC) for placement as a historic landmark, which was also stated in the letter received from CHPS.

Commissioner Shah asked if there will be a plaque in front of the home identifying it as a historic landmark.

Mr. Richins responded he only knows of one home that current displays a plaque. He mentioned people can look up historic homes on the website.

Chair Alexander thanked the Riverside Cultural Heritage Commissioner and the Redlands Historic Society and spoke about the CHPS considering a similar tier program to the Riverside and Redlands Historic Society. She also thanked the previous three presidents of the CHPS and the Richins family.

A motion was made by Commissioner Siqueland, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council, based on the satisfaction of the listed criteria

contained in the staff report and the added conditions of approval that a maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract, the trees in the front yard shall be pruned prior to approval of the Mills Act contract and the roof turbine shall be relocated to make it less visible from the street.The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0737 PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

Attachments: Staff Report

Resolution No. 2540

Locational and Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C- Floor Plan

Exhibit D - Colored Elevations

Exhibit E - Wall Elevations

Exhibit F - Colored Landscape Plan

Exhibits G1-G3 - Proposed Signage

Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans

Exhibit I - Environmental Documentation

Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue

Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

PP2018-0005 Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for PP2018-005. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the application before the public hearing is opened.

MIKE CALAHAN, REPRESENTING LA FITNESS ON BEHALF OF APPLICANT, GREG GILL, thanked the Commissioners and Ms. Garcia for all their hard word they put into this project. Mr. Calahan expressed all the

conditions of approval are acceptable except for condition #5 under the Building Divison. He believes since the pool is located inside a building, in a separate room, a fence should not be required. He asked for that condition to be removed.

Commissioner Siqueland expressed his approval for this project. He asked if there will be an impact to the residents located behind the property with regards to the retaining wall being built.

Mr. Calahan replied there will be no impact to the residents and the wall will be within the LA Fitness parcel.

Commissioner Siqueland asked for additional clarification and wanted to know if the wall will be built behind the existing fence.

Mr. Calahan replied yes, but the residents will have ability remove their existing wood fence along their rear property line and use the new block wall.

Commissioner Siqueland asked if the vacant lot (Pad B) will be irrigated and maintained until it is fully developed.

Mr. Calahan responded yes.

Commissioner Siqueland asked if the operating hours are a part of the application and can they be changed at any given time.

Mr. Calahan responded yes the operating hours can be changed without the city's approval.

Vice Chair Jones asked if the main entrance is the only access entry into the building for members.

Mr. Calahan responded all members will have to come through the main entrance to enter the building because of the check-in procedures for members.

Vice Chair Jones asked if there will be any security measures installed on the building.

Mr. Calahan responded they did not propose security cameras on the outside of the building as it is not required by city ordinance, but have done exterior cameras in other cities.

Vice Chair Jones expressed his security concerns for the patrons who park

towards the rear of the building.

Mr. Calahan responded they will consider installing security cameras to monitor the parking lot.

Vice Chair Jones asked if there are other measures that could be taken to make sure the site is more secure around the perimeter of the building.

Mr. Calahan gave an explanation as to why the site plan was designed as it is and explained all measures were considered in the planning process.

Vice Chair Jones agreed with Mr. Calahan and expressed his concern for the safety of patrons to the rear of the building going to their cars.

Mr. Calahan responded the applicant will consider installing security cameras to monitor the rear parking lot.

Commissioner Hooks expressed his concerns over the safety of the patrons and asked if the lighting at the rear of the building will be attached to the building or free standing.

Mr. Calahan responded the lighting will be free standing and additional lighting will be outside the rear exit doors. He explained the design of the lighting and that it will not have an impact to the residents.

Chair Alexander expressed her concerns regarding trespassing to the rear of the building due to the type of shrubs that may conceal trespassers. She suggested a different type of ground cover be considered instead of shrubs along the rear planter. She also suggested a motion sensor be installed to the rear of the building.

Mr. Calahan responded it will be considered.

Chair Alexander expressed her concerns for loitering at the future Pad B location. She suggested a fence be placed around the site to prevent loitering.

Mr. Calahan responded a fence will be considered.

Vice Chair Jones asked what the time frame would be for the block wall to be built between the site and the residents.

Mr. Calahan responded it will take approximately six weeks for the wall to be built and a temporary fence will be placed during construction so residents privacy will not be impacted.

Commissioner Siqueland asked city staff about the condition regarding the fence being placed around the pool.

Ms. Coletta responded it is a standard condition of approval, but this condition does not apply to this project and will be removed from the conditions of approval.

Chair Alexander opened the public hearing.

JOE MORGAN, RESIDENT, expressed his approval for this project and thanked the applicant and city staff.

Chair Alexander closed the public hearing.

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and adopt Resolution No. 2540 GRANTING PP2018-0005, based on the findings contained in the staff report and conditions of approval with the removal of condition 5 (building division) and the added conditions: to install security cameras in the parking lot with signage indicating the property is under surveillance and the security tapes be kept for 30 days for retention purposes, install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property and the parking lot light poles located along the north perimeter of the project site be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjuction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0747 GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2538

Locational & Zoning Map

Exhibit A - Proposed General Plan Amendment

Exhibit B - Aerial Map

Exhibit C - Existing General Plan Designation

Exhibit D - Site Plan

Exhibit E - Environmental Documentation

Exhibit F - Public Correspondence

GPA2019-0001, SPA2019-0001, PM 37565, PP2019-0003 PP Presentation

At the request of Chair Alexander, Sandra Yang, Senior Planner, presented the staff reports for GPA2019-0001, SPA2019-0001, PP2019-0001 and PM 37565. At the conclusion of her presentation, Ms. Yang offered to answer any questions of the Commission.

Vice Chair Jones asked if the parking on Belle Avenue is required parking for the proposed site.

Ms. Yang responded the site is over parked and the street parking would be excess parking.

Commissioner Siqueland asked how much of the building will City of Hope occupy and what services will be offered.

RICHARD BOURESTON, REPRESENTING BOURESTON DEVELOPMENT, responded City of Hope will be occupying all of Building A and they provide a broad range of services.

RICHARD GANN, REPRESENTING CITY OF HOPE, explained they are a cancer research hospital and he explained the services that will be provided.

Chair Alexander asked how this new facility will impact the existing facility located in Corona.

Mr. Gann responded they will be relocating from the current location to this new location.

Chair Alexander opened the public hearing.

Ms. Yang provided clarification on the street parking on Belle Avenue. She stated 24 parking spaces on Belle Avenue are part of the required parking

for the site.

Vice Chair Jones asked for clarification, are 24 parking spaces required to meet the building parking requirements and will the other remaining spaces be for excess parking. He asked how many parking spaces will be constructed on Belle Avenue.

Ms. Yang responded 24 parking spaces are required and a total of 54 parking spaces are planned on Belle Ave.

Commissioner Shah asked how many parking spaces are on Belle Avenue.

Ms. Yang responded the plan proposes 54 parking spaces on Belle Avenue.

Chair Alexander opened the public hearing.

ELIZABETH MCCREARY, CITY OF CORONA PARKS AND RECREATION COMMISSIONER, expressed her concerns regarding the parking because this project would remove the overflow parking lot currently used by the library.

Ms. Yang responded the existing parking lot contains 41 parking stalls and the parking will be replaced with 54 parking spaces planned on Belle Avenue. The applicant and city will have a shared parking agreement that will allow library patrons to use the on-street parking during the medical offices off-peak business hours.

Chair Alexander asked what the office hours will be for the City of Hope.

Mr. Gann responded the operating hours for City of Hope are normally 8:00 a.m. to 5:00 p.m. and at times patients getting infusion treatments may go later into the afternoon with radiology and oncology patients mostly seen in the morning hours.

Chair Alexander asked with the doubling of the square footage, if services could expand beyond 5:00 p.m.

Mr. Gann responded it is difficult to predict but their cliente is reduced toward the end of the day.

Ms. Coletta asked if the clientele would be different in the evening hours.

Mr. Gann responded it would depend on the type of treatments that are

being done, such as infusion care.

KEVIN CHENG, REPRESENTING CITY OF HOPE, responded the current hours of operation are 8:00 a.m. to 5:00 p.m. He also explained which procedures are typically done in the morning versus the afternoon.

DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER, stated that he is working with city management and the Library department on ways to improve the library parking lot and their availability for parking. He stated they are evaluating ways to reconfigure the library parking lot.

DOTTIE LARADEN, RESIDENT / RETIRED LIBRARIAN, spoke about her concern with the parking on Belle Avenue and it being a route for ambulances.

Mr. Ralls responded ambulances will still route through Belle Avenue. He explained that the proposed street parking is designed to allow cars to pass on the street with the parking.

Chair Alexander closed the public hearing.

Commissioner Shah asked if there is a plan to have a mutual access to the parking lot between the two proposed buildings and the hospital parking lot.

Ms. Yang responded no.

TOM KOPER, PUBLIC WORKS ASSISTANT DIRECTOR, explained the sewer line in the alley between the two buildings and mentioned the diagonal parking on the hospital parking lot will remain.

Commissioner Shah asked if Building B will have interface with City of Hope.

Mr. Koper responded Building B will not be affiliated with the City of Hope.

Vice Chair Jones asked if Building B will have similar operating hours as the City of Hope.

Mr. Boureston responded various tenants will occupy Building B which can include a surgery center and urgent care, and this building will have no direct affiliation with the City of Hope.

Vice Chair Jones commented he supports this project.

A motion was made by Vice Chair Jones, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated

Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of GPA2019-0001, based on the findings contained in the staff report and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of the General Plan Amendments for 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0757 SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Proposed Specific Plan Amendment

Exhibit B - Conditions of Approval

Exhibit C - Aerial Map

Exhibit D - Existing Specific Plan Designation

Exhibit E - Existing General Plan Designation

Exhibit F - Site Plan

Exhibit G - Applicant's letter dated March 5, 2019, explaining Specific Plan and General Plan amendments

Exhibit H - Legal description of the specific plan amendment site

Exhibit I - Environmental Documentation

Exhibit J - Public Correspondence

A motion was made by Commissioner Siqueland, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of SPA2019-0001 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0759 PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2539

Locational & Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C - Parcel Map 37565

Exhibit D1 & D2 - Floor Plans

Exhibit E - Colored Elevations for Building A

Exhibit F - Colored Elevations for Building B

Exhibit G - Detailed Elevations for Building A

Exhibit H - Detailed Elevations for Building B

Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings

Exhibit J - Landscape Plan

Exhibit K - Sign Program

Exhibit L - Proposed Corona Cruiser Bus Route Change

Exhibit M - Angled parking design on Belle Avenue

Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans

Exhibit O - Environmental Documentation

Exhibit P - Public Correspondence

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and Resolution No. 2539 GRANTING PP2019-0003, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0758 PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Parcel Map 37565

Exhibit B - Conditions of Approval

Exhibit C - Site Plan

Exhibit D - Proposed Corona Cruiser Bus Route Change

Exhibit E - Applicant's letter dated May 21, 2019 giving essential subdivision information

Exhibit F - Environmental Documentation.pdf

Exhibit G - Public Correspondence

A motion was made by Vice Chair Jones, seconded by Chair Alexander, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of PM 37565 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

6. WRITTEN COMMUNICATIONS

None.

7. ADMINISTRATIVE REPORTS

None.

8. PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

9. ADJOURNMENT

Chair Alexander adjourned the meeting at 7:39 p.m. to the Planning and Housing Commission meeting of Monday, September 9, 2019, commencing at 6:00 p.m. in the City Hall Council Chambers.

File #: 19-0783

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
City Council consideration of PM 37565, a parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston of Boureston Development. (NOT AN ADVERSTISED PUBLIC HEARING)

RECOMMENDED ACTION:
That the City Council approve PM 37565 subject to the findings and conditions as recommended by the Planning and Housing Commission.

ANALYSIS:
Parcel Map 37565 proposes to merge 13 parcels into two parcels totaling 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. Parcel 1 is 1.75 acres and intended for the development of a 32,500 square foot two-story medical office building for the City of Hope. Parcel 2 is 1.73 acres and intended for the development of a 26,400 square foot two-story medical office building that will include various medical services.

The parcel map also proposes to create four lettered lots for street rights-of-way to be dedicated to the City. Lot A is 0.40 acres and encompasses the east half of Sheridan Street. Lot B is 0.30 acres and encompasses the west half of Belle Avenue. Lots C and D are 0.03 and 0.01 acres, respectively, and are located at the northwest and northeast corners of the project site within the 6th Street right-of-way.

The parcels are being created under the development standards of the Downtown District. No minimum lot area, width, or depth requirement is prescribed for newly created lots in the Downtown District. The following table summarizes the lot information for this subdivision.

Table A
Lot Summary for PM 37565

Parcel No.	Lot Area	Use
1	1.75 ac.	Medical office building
2	1.73 ac.	Medical office building
A	0.40 ac.	Street Dedication (Sheridan Street)
B	0.30 ac.	Street Dedication (Belle Avenue)
C	0.03 ac.	Street Dedication (6th Street)
D	0.01 ac.	Street Dedication (6th Street)

The section of 7th Street between Sheridan Street and Belle Avenue and the two existing 16-foot wide alleys located within the boundary of the project site are being vacated by separate instrument. One alley is located within Parcel 1 and the other is located within Parcel 2. For the alley that is located within Parcel 1, the applicant intends to transfer the portion of the alley that borders the south side of the adjacent commercial property (tire shop) located at the corner of 6th Street and Belle Avenue to the owner of the commercial property which will allow the tire shop to continue to utilize the alley.

The Corona Cruiser Blue and Red Line routes currently run on Belle Avenue and on the roadway section of 7th Street that is proposed to be vacated with this project. Since this section of 7th Street is to be vacated, the bus routes are being rerouted from Belle Avenue to Sixth Street and to Sheridan Street. To accommodate the change in the route, a new bus stop will be placed on 6th Street going eastbound and another one on Sheridan Street going southbound. The remainder of the route will be protected in place as the route will continue to travel on Sheridan Street beyond the project site.

ACCESS AND PUBLIC IMPROVEMENTS
Both parcels will have independent access from the adjacent streets, but the project in its entirety will have shared access. Access from 6th Street and Sheridan Street will be from Parcel 1, and access from Belle Avenue will be from Parcel 2.

Public improvements are required for the south half-width of 6th Street along the project site's frontage. The south half-width of Sixth Street from the centerline to the right-of-way line is required to be 50 feet. Currently, the south half-width is 40 feet; therefore, the applicant is required to dedicate an additional 10 feet of public right-of-way along the project's street frontage where insufficient right-of-way exists. This dedication is being provided by Parcels C and D. The applicant is also required to construct the necessary public improvements including curb and gutter, a 7-foot wide sidewalk and 10-foot landscape parkway behind the sidewalk along this frontage.

Sheridan Street is required to be widened to have an overall right-of-way width of 60 feet which shall include a paved roadway width of 40 feet curb to curb and a 10-foot wide parkway for landscaping and sidewalk on both sides of the street. The improvements on the west half of Sheridan Street between 6th Street and 7th Street shall include space for a new bus stop for the Corona Cruiser. Beyond 7th Street to the south, the improvements will transition to match the existing conditions on the west half-width of Sheridan Street. The east half-width of Sheridan Street is required to be improved with curb and gutter plus a 5-foot wide landscape parkway and a 5-foot wide sidewalk adjacent to the project site.

Belle Avenue is required to have an overall right-of-way width of 80 feet with 28 feet of paved roadway that will have unobstructed access. The street will be modified to include angled parking spaces on both sides of the street. Beyond the 28-foot wide roadway a paved width of 19.7 feet will be provided on both sides of the street to accommodate the on-street angled parking design. The parkway width on Belle Avenue adjacent to the project site will include a 5-foot wide landscape parkway and a 4-foot wide sidewalk. The parkway width on the east side of the street will include a 6 -foot wide sidewalk and no landscape parkway.

EASEMENTS
The parcel map will establish easements over two areas within the parking lot that will contain drainage and infiltration facilities associated with the project's Water Quality Management Plan. A 20-foot wide easement will be established over a new public water line that will be constructed within the project site. A 10-foot wide Southern California Edison easement will be established within the project site for underground utility lines. The project contains several existing easements related to SCE utility lines and public facilities (sidewalks, sewer, water, and storm drain facilities) which will be protected in place.

COMMITTEE ACTION:
The Infrastructure Committee at its meeting on July 31, 2017, was given an update on the project.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $15,701.75 in application processing fees for the parcel map.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Siqueland/Shah) and carried unanimously, that the Planning and Housing Commission recommends adoption of the Mitigated Negative Declaration and Mitigation Monitoring Plan and approval of PM 37565 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 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - Locational and Zoning Map.
2. Exhibit 2 - Site Plan for PM 37565.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION

Richard Boureston, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626

File #: 19-0783

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REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

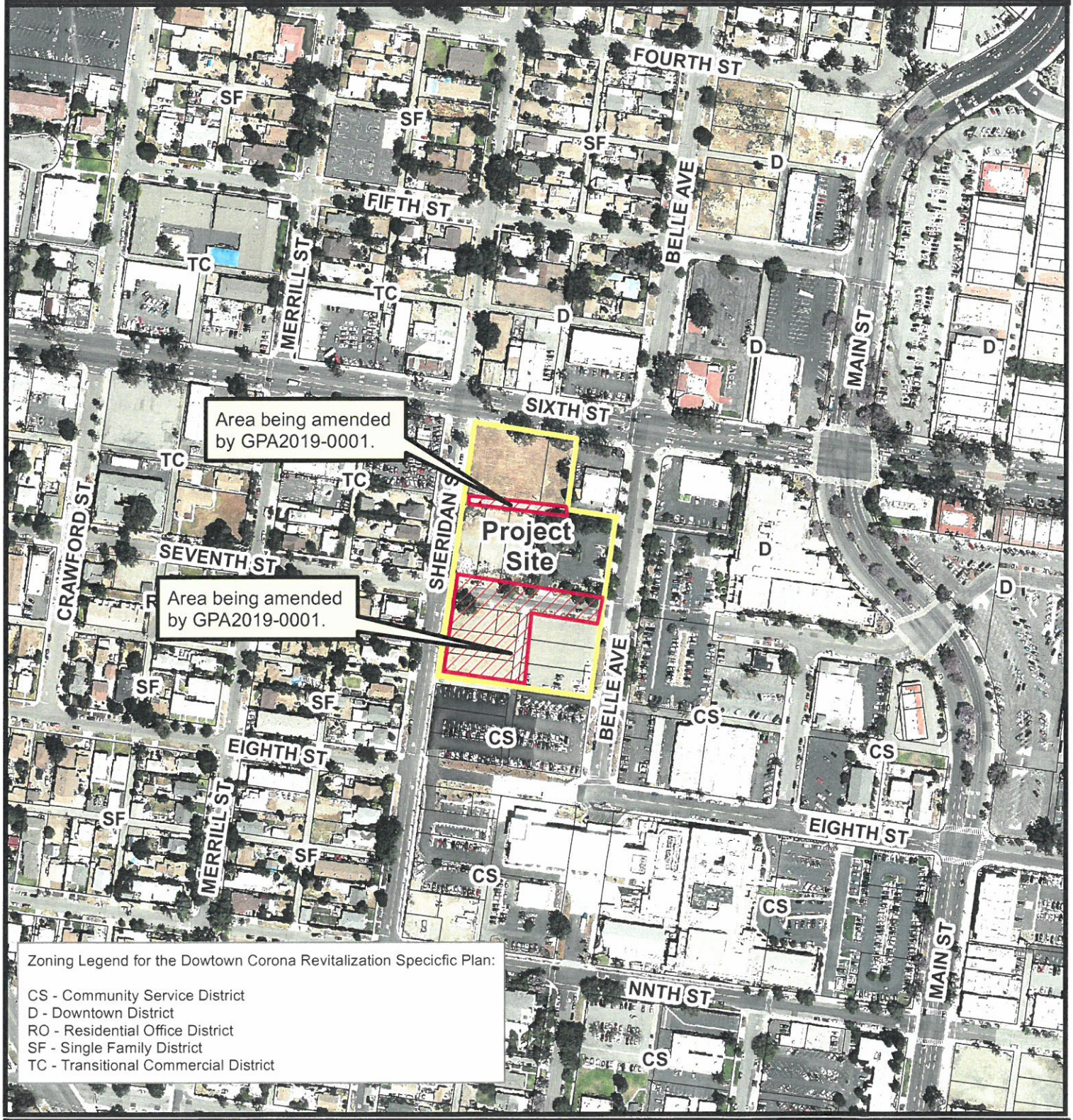
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APPLICANT INFORMATION

Richard Boureston, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626

LOCATIONAL & ZONING MAP



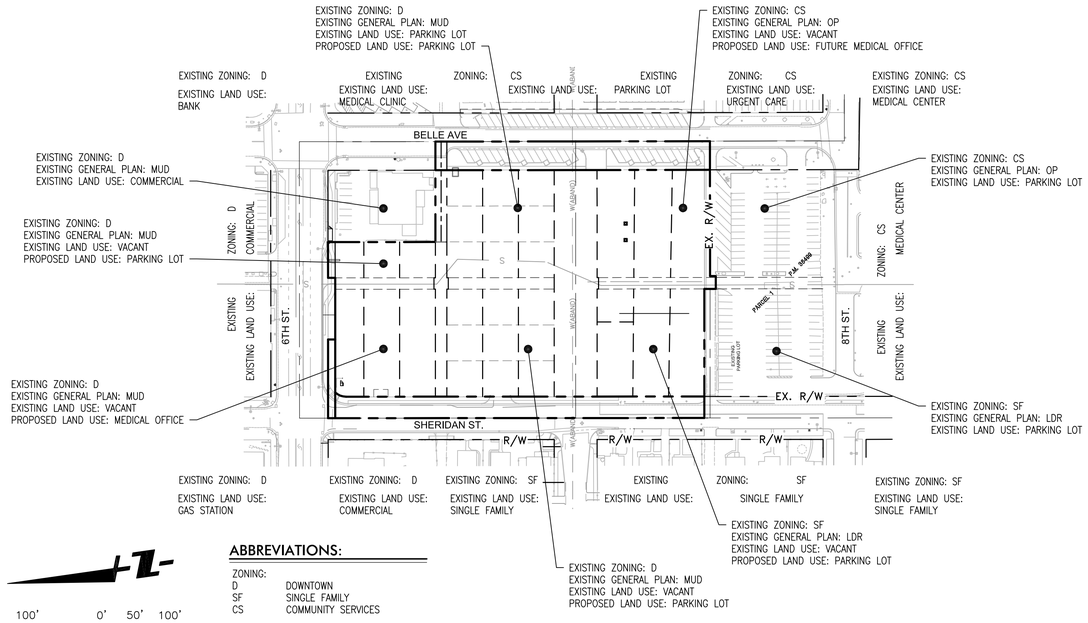
Date: 08/21/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

EXHIBIT 1

PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



100' 0' 50' 100'

SCALE: 1" = 100'

ABBREVIATIONS:

ZONING:

D	DOWNTOWN
SF	SINGLE FAMILY
CS	COMMUNITY SERVICES

GENERAL PLAN:

LDR	LOW DENSITY RESIDENTIAL
MUD	MIXED USE DOWNTOWN
OP	OFFICE PROFESSIONAL

UTILITY PROVIDERS:

ELECTRIC: SCE
SEWER: CITY OF CORONA DEPARTMENT OF WATER & POWER
WATER: CITY OF CORONA DEPARTMENT OF WATER & POWER
TRASH: CITY OF CORONA DEPARTMENT OF WATER & POWER
PHONE/INTRANET: AT&T AND FRONTIER
GAS: SOUTHERN CALIFORNIA GAS

NOTES:

1. THERE ARE NO EXISTING BUILDINGS WITHIN THE PROPOSED DEVELOPMENT AREA.
2. ONLY ONE PARCEL MAP IS PLANNED AND THERE WILL BE NO PHASING.

SITE ACREAGE

PARCEL 1	1.75 ACRES
PARCEL 2	1.73 ACRES
TOTAL	3.48 ACRES

OWNER:

CORONA HOUSING AUTHORITY &
CITY OF CORONA

DEVELOPER:

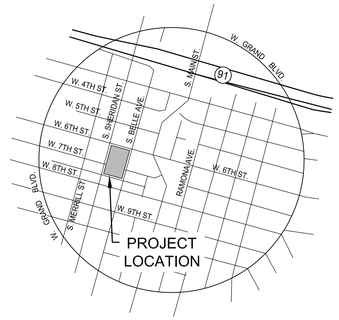
THE BOURESTON COMPANIES
650 TOWN CENTER
COSTA MESA, CA. 92626
PHONE: 949.387.4667
CONTACT: RICHARD BOURESTON

ENGINEER:

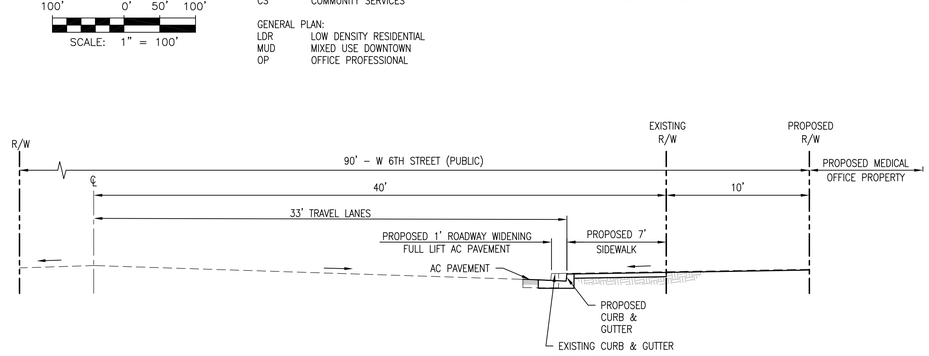
FUSCOE ENGINEERING
16795 VON KARMAN, SUITE 100
PHONE: 949.474.1960
CONTACT: MARK NERO, P.E.

LEGEND:

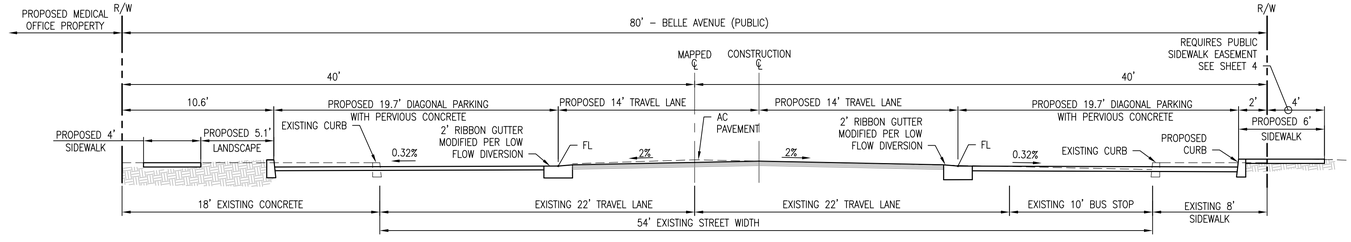
- EXISTING CENTERLINE
- EXISTING CURB
- EXISTING LOT LINE
- PROPOSED PROPERTY LINE



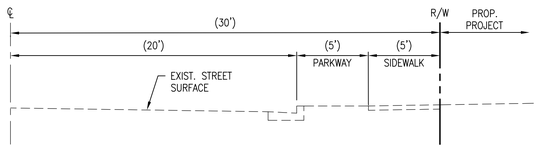
VICINITY MAP
NOT TO SCALE



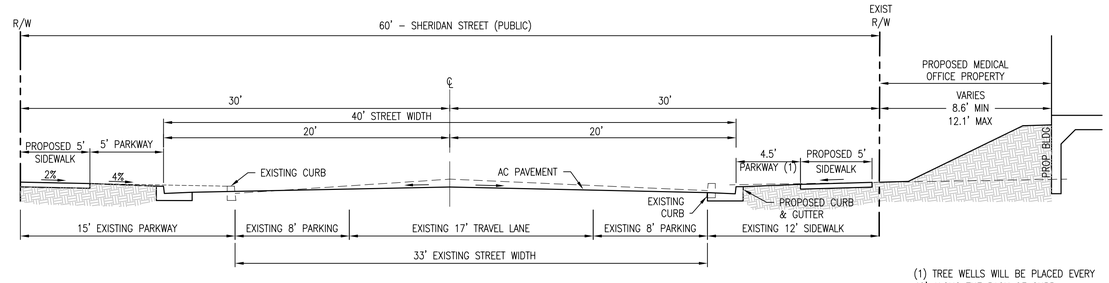
SIXTH STREET
SECTION 'A'
SCALE: 1"=5'



BELLE AVENUE
SECTION 'B'
SCALE: 1"=5'



SHERIDAN STREET
SECTION 'C'
SCALE: 1"=5'



(1) TREE WELLS WILL BE PLACED EVERY 40' ALONG THE BACK OF CURB

SHERIDAN STREET
SECTION 'D'
SCALE: 1"=5'

LEGEND:

- EXISTING CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING IMPROVEMENTS
- EXISTING RIGHT-OF-WAY
- EXISTING LOTLINE
- EXISTING EASEMENT

ABBREVIATIONS:

APN	ASSESSOR PARCEL NUMBER
BMP	BEST MANAGEMENT PRACTICE
℄	CENTERLINE
EXIST.	EXISTING
FF	FINISH FLOOR
FS	FINISH SURFACE
FL	FLOWLINE
R/W	RIGHT-OF-WAY
TC	TOP OF CURB
TYP.	TYPICAL

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY: DB/GG
DESIGNED BY: DB/GG
CHECKED BY: MN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315
www.fuscoe.com

PARCEL MAP No. 37565

INFORMATION AND SECTIONS
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

PERMIT # ---
PLAN CK # ---
SHEET 1 OF 4

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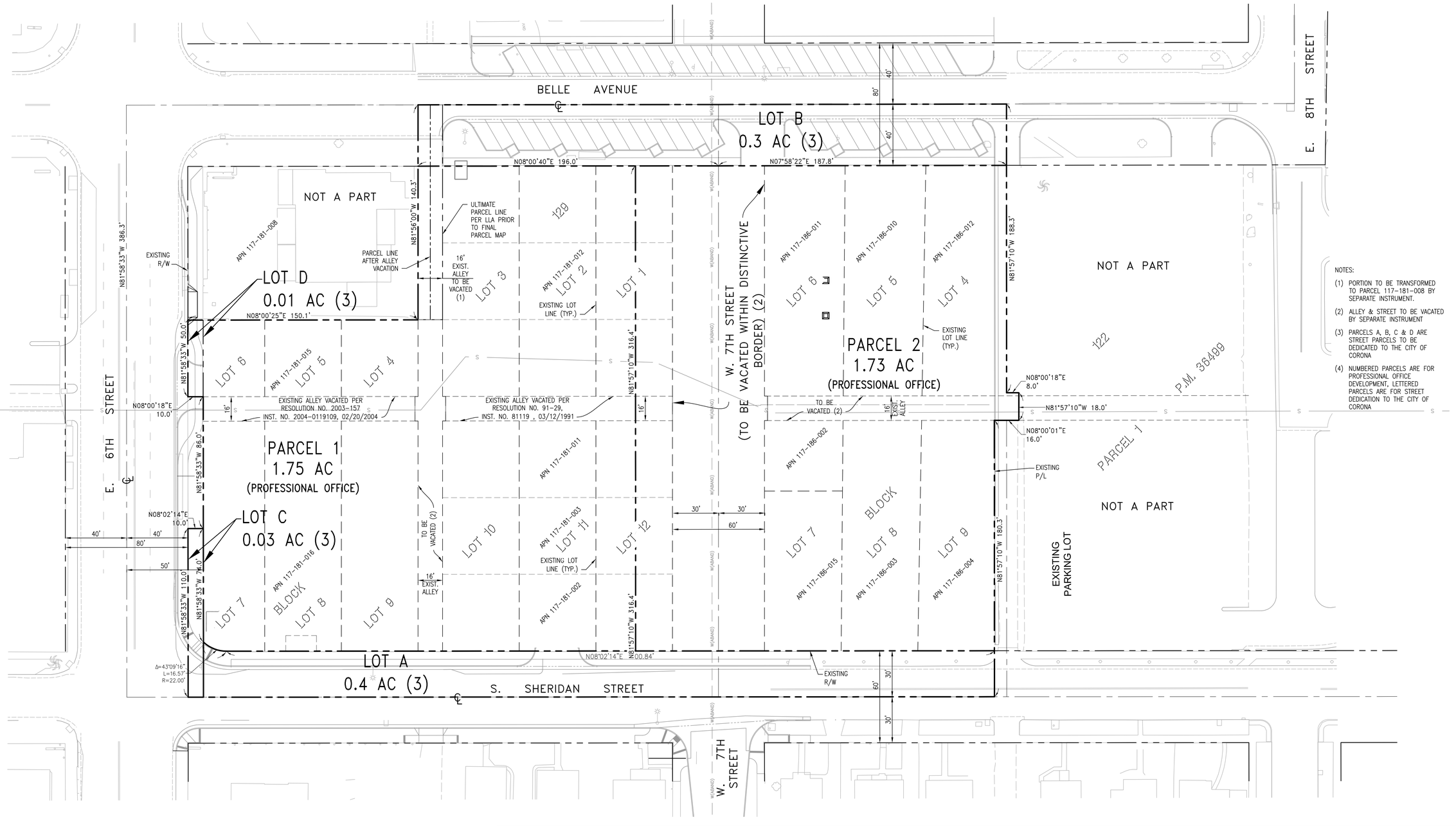
940

EXHIBIT 2

PLANNING COMMISSION | PARCEL MAP 37565 | 08/21/2019

PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 OF BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



NOTES:

(1) PORTION TO BE TRANSFORMED TO PARCEL 117-181-008 BY SEPARATE INSTRUMENT.

(2) ALLEY & STREET TO BE VACATED BY SEPARATE INSTRUMENT

(3) PARCELS A, B, C & D ARE STREET PARCELS TO BE DEDICATED TO THE CITY OF CORONA

(4) NUMBERED PARCELS ARE FOR PROFESSIONAL OFFICE DEVELOPMENT, LETTERED PARCELS ARE FOR STREET DEDICATION TO THE CITY OF CORONA

30' 0' 15' 30'

SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY: DB/GG

DESIGNED BY: DB/GG

CHECKED BY: MN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
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PARCEL MAP No. 37565

PARCELS (EXISTING & PROPOSED)
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

PERMIT # ---

PLAN CK # ---

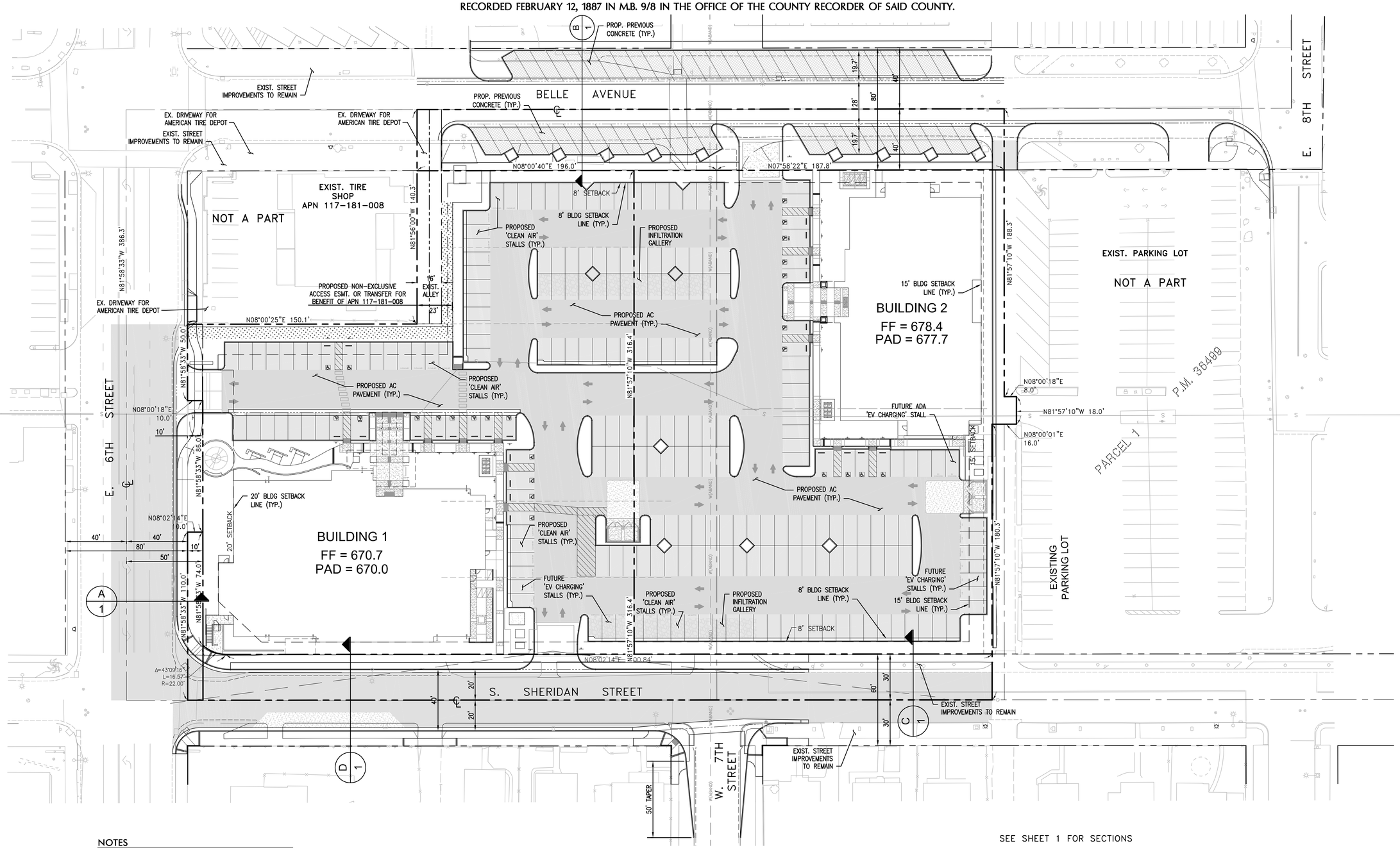
SHEET 2 OF 4

08/21/2019 | PLANNING COMMISSION | PARCEL MAP 37565

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SEE SHEET 1 FOR SECTIONS

NOTES

- SEE CONCEPT GRADING PLAN FOR MORE DETAILED GRADING INFORMATION AND PROPOSED IMPROVEMENTS.
- SEE CONCEPT UTILITY PLAN FOR MORE DETAILED UTILITY INFORMATION AND PROPOSED IMPROVEMENTS.
- PROJECT WILL BE REQUIRED TO ANNEX INTO CFD 2016-3 (MAINTENANCE DISTRICT)

30' 0' 15' 30'
SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY:	DB/GG
DESIGNED BY:	DB/GG
CHECKED BY:	MN

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PARCEL MAP No. 37565

SITE PLAN
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

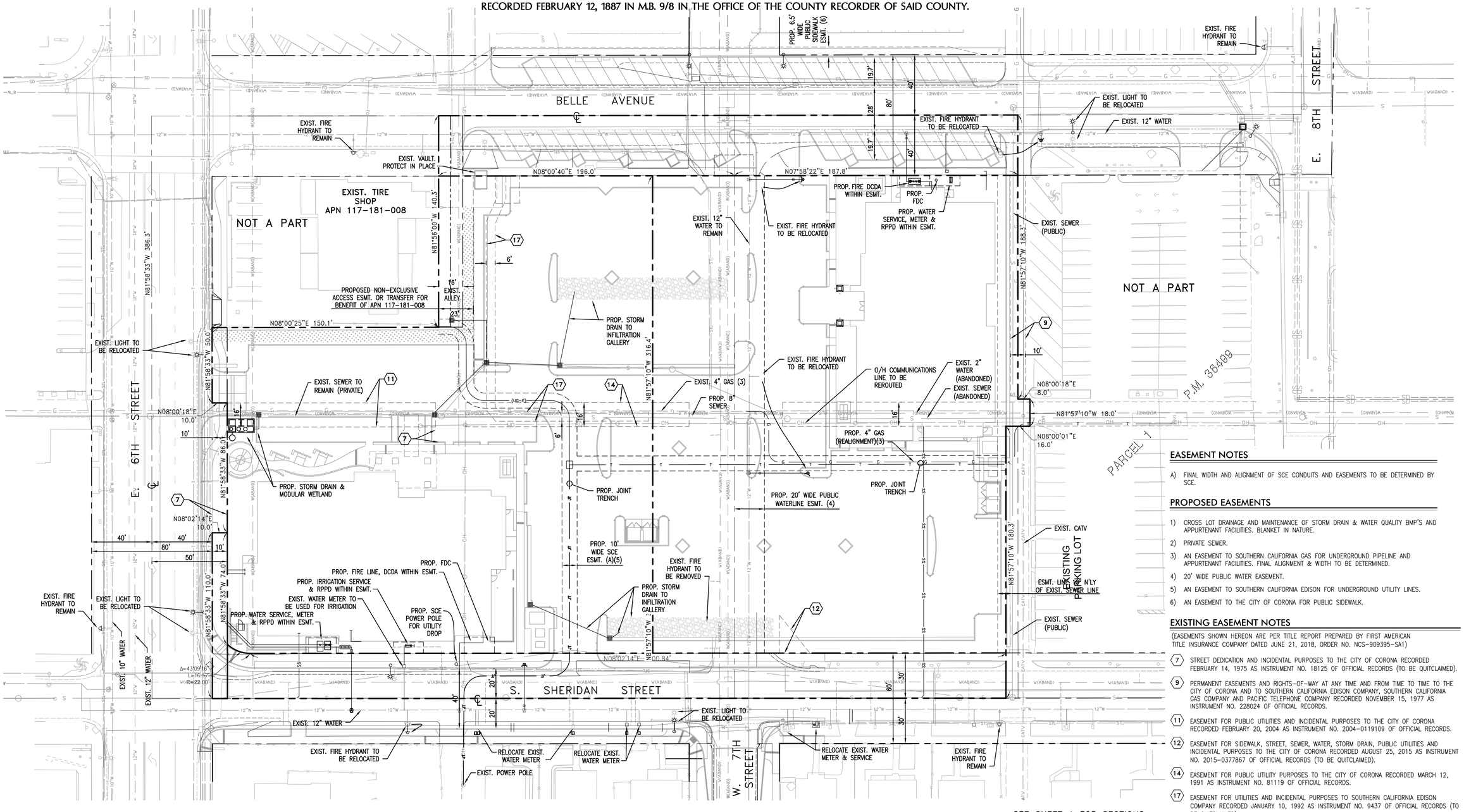
PERMIT #	---
PLAN CK #	---
SHEET	3 OF 4

08/21/2019 | PARCEL MAP 37565 | PLANNING COMMISSION

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EASEMENT NOTES

A) FINAL WIDTH AND ALIGNMENT OF SCE CONDUITS AND EASEMENTS TO BE DETERMINED BY SCE.

PROPOSED EASEMENTS

1) CROSS LOT DRAINAGE AND MAINTENANCE OF STORM DRAIN & WATER QUALITY BMP'S AND APPURTENANT FACILITIES. BLANKET IN NATURE.
2) PRIVATE SEWER.
3) AN EASEMENT TO SOUTHERN CALIFORNIA GAS FOR UNDERGROUND PIPELINE AND APPURTENANT FACILITIES. FINAL ALIGNMENT & WIDTH TO BE DETERMINED.
4) 20' WIDE PUBLIC WATER EASEMENT.
5) AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR UNDERGROUND UTILITY LINES.
6) AN EASEMENT TO THE CITY OF CORONA FOR PUBLIC SIDEWALK.

EXISTING EASEMENT NOTES

(EASEMENTS SHOWN HEREON ARE PER TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JUNE 21, 2018, ORDER NO. NCS-909395-SA1)

(7) STREET DEDICATION AND INCIDENTAL PURPOSES TO THE CITY OF CORONA RECORDED FEBRUARY 14, 1975 AS INSTRUMENT NO. 18125 OF OFFICIAL RECORDS (TO BE QUITCLAIMED).

(9) PERMANENT EASEMENTS AND RIGHTS-OF-WAY AT ANY TIME AND FROM TIME TO TIME TO THE CITY OF CORONA AND TO SOUTHERN CALIFORNIA EDISON COMPANY, SOUTHERN CALIFORNIA GAS COMPANY AND PACIFIC TELEPHONE COMPANY RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

(11) EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO THE CITY OF CORONA RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

(12) EASEMENT FOR SIDEWALK, STREET, SEWER, WATER, STORM DRAIN, PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO THE CITY OF CORONA RECORDED AUGUST 25, 2015 AS INSTRUMENT NO. 2015-0377867 OF OFFICIAL RECORDS (TO BE QUITCLAIMED).

(14) EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF CORONA RECORDED MARCH 12, 1991 AS INSTRUMENT NO. 81119 OF OFFICIAL RECORDS.

(17) EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 10, 1992 AS INSTRUMENT NO. 9437 OF OFFICIAL RECORDS (TO BE QUITCLAIMED).

SEE SHEET 1 FOR SECTIONS

NOTES

- SEE CONCEPT GRADING PLAN FOR MORE DETAILED GRADING INFORMATION AND PROPOSED IMPROVEMENTS.
- SEE CONCEPT UTILITY PLAN FOR MORE DETAILED UTILITY INFORMATION AND PROPOSED IMPROVEMENTS.
- PROJECT WILL BE REQUIRED TO ANNEX INTO CFD 2016-3 (MAINTENANCE DISTRICT)

30' 0' 15' 30'
SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY: DB/GG
DESIGNED BY: DB/GG
CHECKED BY: MN

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PARCEL MAP No. 37565

EXISTING & PROPOSED EASEMENTS
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

PERMIT # ---
PLAN CK # ---
SHEET 4 OF 4

08/21/2019 | PARCEL MAP 37565 | PLANNING COMMISSION

File #: 19-0758

PLANNING AND HOUSING COMMISSION
STAFF REPORT

DATE: 8/26/2019

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:
PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

RECOMMENDED ACTION:
That the Planning and Housing Commission recommend adoption the Mitigated Negative Declaration and Mitigation Monitoring Plan and **APPROVAL of PM 37565** to the City Council, based on the findings contained in the staff report and subject to the conditions of approval.

PROJECT SITE SUMMARY
Area of property: 3.48 acres combined (13 properties)
Existing General Plan: MUD (Mixed Use: Downtown)
LDR (Low Density Residential, 3-6 du/ac)
OP (Office Professional)
Proposed General Plan: MUD (Mixed Use: Downtown)
OP (Office Professional)
Specific Plan: Downtown Corona Revitalization Specific Plan (SP98-01)
Existing Zoning: D (Downtown District)
SF (Single Family District)
CS (Community Services District)
Proposed Zoning: D (Downtown District)
Existing Land Use: Vacant land and parking lot
Proposed Land Use: Medical office buildings
Surrounding Land Uses / Zoning:
S: Parking lot for the Corona Regional Medical Center / CS District of SP98-01
N: Sixth Street and commercial buildings beyond/ D District of SP98-01

EXHIBIT 3

E: Tire shop, Belle Avenue and Corona Public Library beyond / D and CS Districts of SP98-01
W: Sheridan Street and automobile dealership and single-family residences beyond / TC and SF (Transitional Commercial and Single Family Districts) of SP98-01

BACKGROUND

The project site is comprised of two blocks containing 13 parcels located on the south side of West 6th Street between Sheridan Street and Belle Avenue. The two blocks are physically separated by 7th Street which will be vacated adjacent to the project site so that the land area can be included as part of the project's on-site improvements. Two alleys which are located between the parcels will also be vacated adjacent to the project site and included within the project boundary. In total, the project site is 3.48 acres which will be developed with two medical office buildings totaling 58,900 square feet. The development also includes on-site parking to serve the buildings and on-street parking located on Belle Avenue adjacent to the project site.

The project site consists of 12 vacant parcels and one developed parcel containing a parking lot for the Corona Public Library which is located east of the project site. The parking lot and the adjacent vacant property (315 W. 7th Street) located directly west of the parking lot are currently under the ownership of the City of Corona. The remaining 11 vacant parcels are under the ownership of the Corona Housing Authority.

On November 7, 2018, the city entered into a Development and Disposition Agreement with the applicant, Boureston Companies, to allow the applicant to acquire the 11 properties owned by the Corona Housing Authority. The applicant is also acquiring the two city-owned properties. All 13 properties are currently under escrow and, per the terms of the Agreement, the sale of the properties will be finalized once the applicant has obtained project approval.

The Agreement establishes certain milestones for the construction of the project which will be phased. Phase 1 will be the construction of Building A which is located closest to Sixth Street and Phase 2 will be the construction of Building B which is located on the southern portion of the project site closest to the Corona Regional Medical Center. The Agreement requires the applicant to complete construction of the building associated with Phase 1 and all necessary related off-site public improvements within 36 months after the close of escrow. The building associated with Phase 2 is required to be completed within 36 months of the first certificate of occupancy issued for the building in Phase 1. However, the Agreement does not prevent the applicant from constructing both buildings at the same time under Phase 1. Building A is intended to be occupied by City of Hope, a cancer treatment center. Building B will be a medical office building occupied by multiple tenants specializing in specific medical practices.

To make up for the loss of the 49 parking spaces within the library's off-site parking lot, the city will be entering into a shared parking agreement with the applicant to allow library patrons to utilize the new on-street parking spaces proposed on Belle Avenue which will have 54 parking spaces. Library patrons will be able to utilize the parking spaces during the evenings and weekends when the library is heavily trafficked. This agreement was discussed at the Infrastructure Committee meeting on July 31, 2017. The Committee was receptive to the proposed on-street parking as it would provide parking that is much needed, and the spaces are also at a safe walking distance to the library. The Committee also discussed the appearance of the buildings from Sixth Street with then-Council Member Jason Scott directing that if the rear elevations of the buildings face Sixth Street they should receive as much architectural detail along the backs as the fronts.

The 13 parcels have varied General Plan land use designations and zoning under the Downtown Corona Revitalization Specific Plan. Due to this, the project requires a General Plan Amendment (GPA2019-0001) which would bring each parcel into one General Plan designation. Parcel 1 will maintain its existing General Plan designation of Mixed Use Downtown and Parcel 2 is proposed to have a General Plan designation of Office Professional. The area for Parcel 2 contains two General Plan designations of Low Density Residential and Office Professional. Therefore, to facilitate the creation of the new parcel being created by this parcel map, the parcel needs to have one General Plan designation. A Specific Plan Amendment (SPA2019-0001) is also being processed to bring all the parcels into one consistent zoning. Additionally, the project requires a precise plan (PP2019-0003) to review the site plan and architecture of the project.

The project was initially reviewed by staff through the city's Development Plan Review (DPR) process in November 2018. The applicant officially submitted the GPA, SPA, parcel map, and precise plan applications to the city on March 15, 2019. The applicant was issued an application incomplete letter due to missing or incomplete application items. The applicant over time submitted the required application materials to staff with the applications finally considered complete on July 23, 2019, and cleared for public hearing before the Planning and Housing Commission on August 26, 2019.

PROJECT DESCRIPTION

As shown in Exhibit A, Parcel Map 37565 proposes to merge 13 parcels into two parcels totaling 3.48 acres. Parcel 1 is 1.75 acres and intended for the development of a 32,500 square foot two-story medical office building for the City of Hope. Parcel 2 is 1.73 acres and intended for the development of a 26,400 square foot two-story medical office building. In addition to the buildings, both parcels will contain parking spaces associated with the buildings.

The parcel map also proposes to create four lettered lots for street rights-of-way to be dedicated to the City. Lot A is 0.40 acres and encompasses the east half of Sheridan Street. Lot B is 0.30 acres and encompasses the west half of Belle Avenue. Lots C and D are 0.03 and 0.01 acres, respectively, and are located at the northwest and northeast corners of the project site within the 6th Street right-of-way.

The parcels are being created under the development standards of the Downtown District. No minimum lot area, width, or depth requirement is prescribed for newly created lots in the Downtown District. The following table summarizes the lot information for this subdivision.

Table A
Lot Summary for PM 37565

Parcel No.	Lot Area	Use
1	1.75 ac.	Medical office building
2	1.73 ac.	Medical office building
A	0.40 ac.	Street Dedication (Sheridan Street)
B	0.30 ac.	Street Dedication (Belle Avenue)
C	0.03 ac.	Street Dedication (6th Street)
D	0.01 ac.	Street Dedication (6th Street)

ACCESS AND PUBLIC IMPROVEMENTS

Parcel 1 will have access from 6th Street and Sheridan Street. Parcel 2 will have access from Belle Avenue. However, the access and parking for both parcels will be shared for the two buildings planned on the project site.

Public improvements are required for the south half-width of 6th Street along the project site's frontage. The south half-width of Sixth Street from the centerline to the right-of-way line is required to be 50 feet. Currently, the south half-width is 40 feet; therefore, the applicant is required to dedicate an additional 10 feet of public right-of-way along the project's street frontage where insufficient right-of-way exists. This dedication is being provided by Parcels C and D. The applicant is also required to construct the necessary public improvements including curb and gutter, a 7-foot wide sidewalk and 10-foot landscape parkway behind the sidewalk along this frontage.

Sheridan Street is required to be widened to have an overall right-of-way width of 60 feet which shall include a paved roadway width of 40 feet curb to curb and a 10-foot wide parkway for landscaping and sidewalk on both sides of the street. The improvements on the west half of Sheridan Street between 6th Street and 7th Street shall include space for a new bus stop for the Corona Cruiser. Beyond 7th Street to the south, the improvements will transition to match the existing conditions on the west half-width of Sheridan Street. The east half-width of Sheridan Street is required to be improved with curb and gutter plus a 5-foot wide landscape parkway and a 5-foot wide sidewalk adjacent to the project site.

Belle Avenue is required to have an overall right-of-way width of 80 feet with 28 feet of paved roadway that will have unobstructed access. The street will be modified to include angled parking spaces on both sides of the street. Beyond the 28-foot wide roadway a paved width of 19.7 feet will be provided on both sides of the street to accommodate the on-street angled parking design. The parkway width on Belle Avenue adjacent to the project site will include a 5-foot wide landscape parkway and a 4-foot wide sidewalk. The parkway width on the east side of the street will include a 6 -foot wide sidewalk and no landscape parkway.

EASEMENTS

Sheet 4 of the parcel map exhibit in Exhibit A depicts the proposed and existing easements for the project site. The project proposes to establish easements over two areas within the parking lot that will contain drainage and infiltration facilities associated with the project's Water Quality Management Plan. A 20-foot wide easement will be established over a new public water line that will be constructed within the project site. A 10-foot wide Southern California Edison easement will be established within the project site for underground utility lines. The project contains several existing easements related to SCE utility lines and public facilities (sidewalks, sewer, water, and storm drain facilities) which will be protected in place.

OTHER CONSIDERATIONS

The section of 7th Street between Sheridan Street and Belle Avenue and the two existing 16-foot wide alleys located between Sheridan Street and the project site's east property line and between 7th Street and the site's south property line will be vacated by separate instrument in order for these areas to be included within the project boundary. The alley having access from Sheridan Street is located within Parcel 1 and the alley having access from 7th Street is located within Parcel 2. It is

worth mentioning that this alley used to extend southward but the southerly portion was vacated as part of the expansion to the Corona Regional Medical Center and is now part of the hospital's parking lot. For the alley that is located within Parcel 1, the applicant intends to transfer the portion of the alley that borders the south side of the adjacent commercial property (tire shop) located at the corner of 6th Street and Belle Avenue to the owner of the commercial property which will allow the tire shop to continue to utilize the alley.

The Corona Cruiser Blue and Red Line routes currently run on Belle Avenue and on the roadway section of 7th Street that is proposed to be vacated with this project. Since this section of 7th Street is to be vacated, the bus routes are being rerouted from Belle Avenue to Sixth Street and to Sheridan Street as shown in Exhibit D. To accommodate the change in the route, a new bus stop will be placed on 6th Street going eastbound and another one on Sheridan Street going southbound. The remainder of the route will be protected in place as the route will continue to travel on Sheridan Street beyond the project site.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment. The Mitigation Negative Declaration is recommended for adoption (Exhibit F).

FISCAL IMPACT
The applicant paid $15,701.75 in application processing fees for the parcel map application.

PUBLIC NOTICE AND COMMENTS
A 20-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, staff has received calls from two property owners of two residential properties located on Sheridan Street south of Eighth Street. The property owners requested clarification on the location and use of the project with one property owner expressing support for having the City of Hope in Corona.

Staff also received a letter of protest from Mr. John Vazirian who owns the automobile dealership and three residential properties located to the west of the project site. The letter is attached in Exhibit G. Mr. Vazirian's concern is related directly to the design of the project and is not related to the parcel map but is being included with this staff report for informational purposes. Mr. Vazirian indicates that Building A would visually obstruct his business and future commercial development on his properties from Sixth Street. His letter includes three site plans depicting alternative layouts of Building A that would reduce visual impacts to his properties. Staff has spoken to Mr. Vazirian and informed him that his properties including the residential properties are zoned Transitional Commercial which requires only an 8-foot front yard setback. Therefore, any future commercial development proposed on his properties could be built as close as 8 feet from the Sixth Street right-of-way line. This setback is closer to Sixth Street than the setback that is being proposed for Building A which is designed to have a 10-foot setback from Sixth Street with the majority of the building being set back 20 feet from Sixth.

Street. Also, the medical office buildings could be built up to a height of 60 feet which is allowed in the Downtown District but the applicant has chosen to design them as two-story buildings with a height of approximately 40 feet. It is also worth mentioning that this segment of 6th Street is intended for commercial development and the city's development standards do not require the preservation or protection of views along the street from certain distances. The development standards are adopted by the city to provide equal application of the standards to all property owners that develop their property in accordance with the zoning of the property.

STAFF ANALYSIS

Parcel Map 37565 facilitates the development of two medical office buildings on the project site. The use is being reviewed by an associated precise plan application PP2019-0003. The parcel map complies with the development standards of the Downtown District which prescribes no minimum lot area, width, or depth requirement for the lots. The parcels are provided with adequate access from 6th Street, Sheridan Street, and Belle Avenue. The parcel map guarantees the construction of any missing public improvements on the streets adjacent to the project site.

The project is consistent with General Plan Policies 1.1.1, 1.1.2, and 1.1.3 because it helps Corona be a community that contains various uses to support the diverse needs of Corona's residents, enhances the City's fiscal viability, and minimizes the need for Corona residents to travel to surrounding communities for recreational services. Therefore, based on the following findings and conditions of approval, PM 37565 is recommended for approval.

FINDINGS OF APPROVAL FOR PM 37565

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

    a. *The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur, as reflected in the Conditions of Approval attached as Exhibit B.*
    b. *There is no substantial evidence before the City that the revised project may have a significant effect.*

2. Pursuant to California Government Code Section 66411.1 this division of land necessitates the inclusion of Conditions of Approval for the following reasons:

    a. *The guarantee of the construction of improvements for W. 6th Street, Sheridan Street, and Belle Avenue is necessary for the public's safe access to and around the site.*
    b. *The improvements of W. 6th Street, Sheridan Street, and Belle Avenue are necessary for the orderly development of the surrounding areas because there is the potential that surrounding properties could be developed. Each site must contribute to the improvements so that further development would not be detrimental to the public.*

3. None of the conditions provided in Section 66474 of the California Government Code exist for the following reasons:

a. The proposed map and associated development are consistent with the General Plan designation of Mixed Use: Downtown and Office/Professional which are being proposed for the project site by associated General Plan Amendment application GPA2019-0001. The map and associated development are also consistent with the Downtown Corona Revitalization Specific Plan's designation of Downtown District which is being proposed for the project site by associated Specific Plan Amendment application SPA2019-0001.

b. The design or improvement of the proposed subdivision is consistent with the development standards of the Downtown District of the Downtown Corona Revitalization Specific Plan which prescribes no minimum lot area, width, or depth requirement for newly created lots.

c. The site is suitable for the type of development proposed and offers adequate access from West 6th Street, Sheridan Street, and Belle Avenue, as demonstrated by Exhibit A of PM 37565.

d. The site is physically suitable for the development of medical office buildings which are capable of meeting the development standards required by the Downtown District as demonstrated by the project's site plan attached as Exhibit C of PM 37565.

e. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat because the project's initial study has determined that potential environmental impacts are capable of being mitigated to less than significant levels.

f. The proposed subdivision will not result in adverse impact to public health, safety or general welfare because the project adheres to the development standards of the zone in which it is located promoting orderly development of the project site and the improvements associated with the project adhere to city standards.

g. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision because no such easements exist on the project site, or the easements are being protected in place or relocated elsewhere on the project site.

4. Pursuant to California Government Code Section 66464.6, the discharge of waste from the proposed subdivision into existing community sewers would not result in violation of existing requirements presented by the Santa Ana Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code for the following reason:

    a. The amount of discharge to be produced by the development does not exceed the limit established by the Santa Ana Regional Water Quality Control Board as monitored by the City of Corona's Department of Water and Power.

5. The proposal is in conformance with the standards of the Downtown District of the Downtown Corona Revitalization Specific Plan for the following reasons:

    a. The Downtown Corona Revitalization Specific Plan prescribes no minimum lot area, width or depth requirement for new lots created within the Downtown District. Therefore, the proposed parcel map is in compliance with the Downtown District.

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

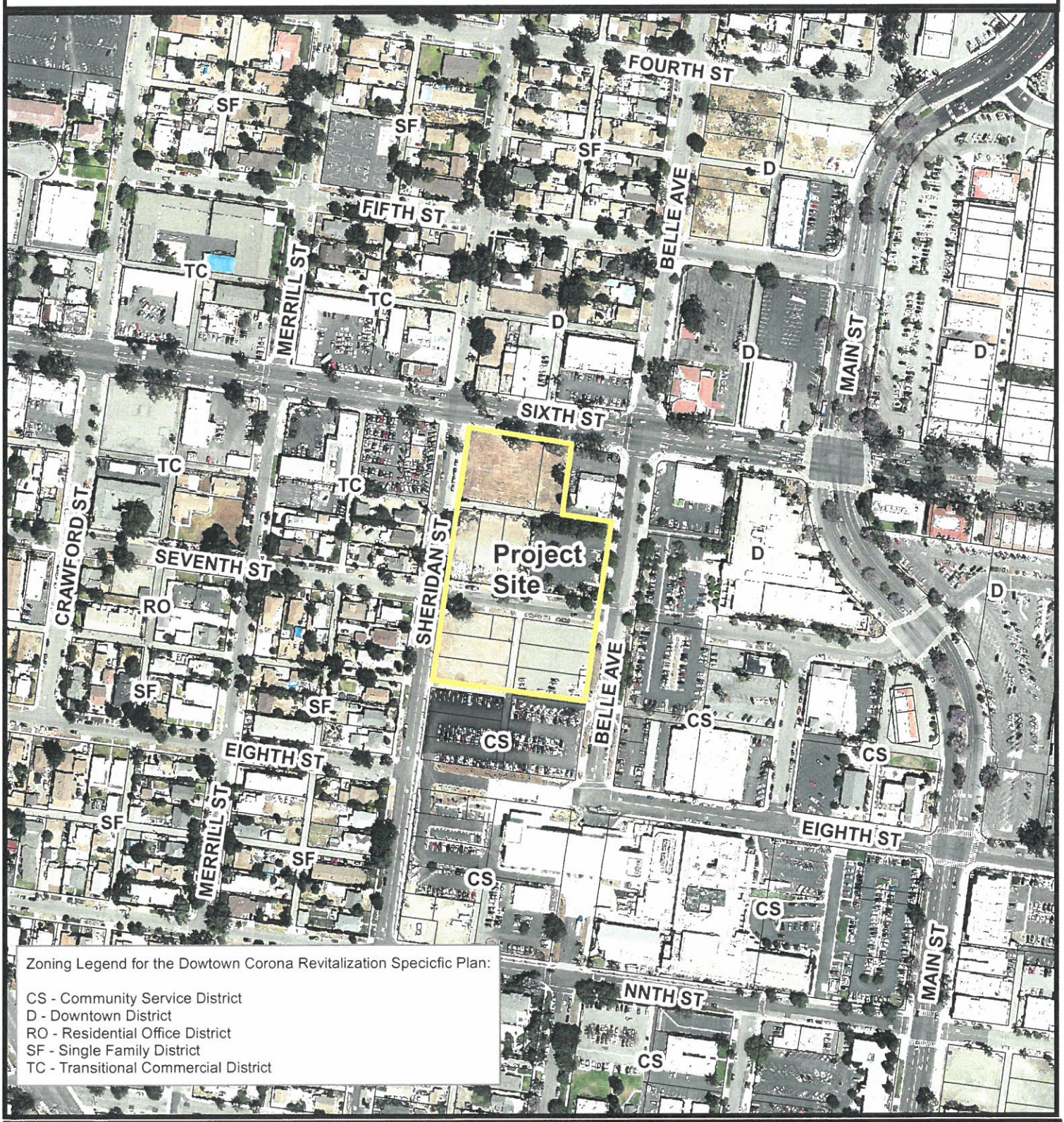
SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

1. Locational and Zoning Map.
2. Exhibit A - Parcel Map 37565.
3. Exhibit B - Conditions of Approval.
4. Exhibit C - Site Plan.
5. Exhibit D - Proposed Corona Cruiser Bus Route Change.
6. Exhibit E - Applicant’s letter dated May 21, 2019 giving essential subdivision information.
7. Exhibit F - Environmental Documentation.
8. Exhibit G - Public Correspondence.

Case Planner: Sandra Yang (951) 736-2262

LOCATIONAL & ZONING MAP

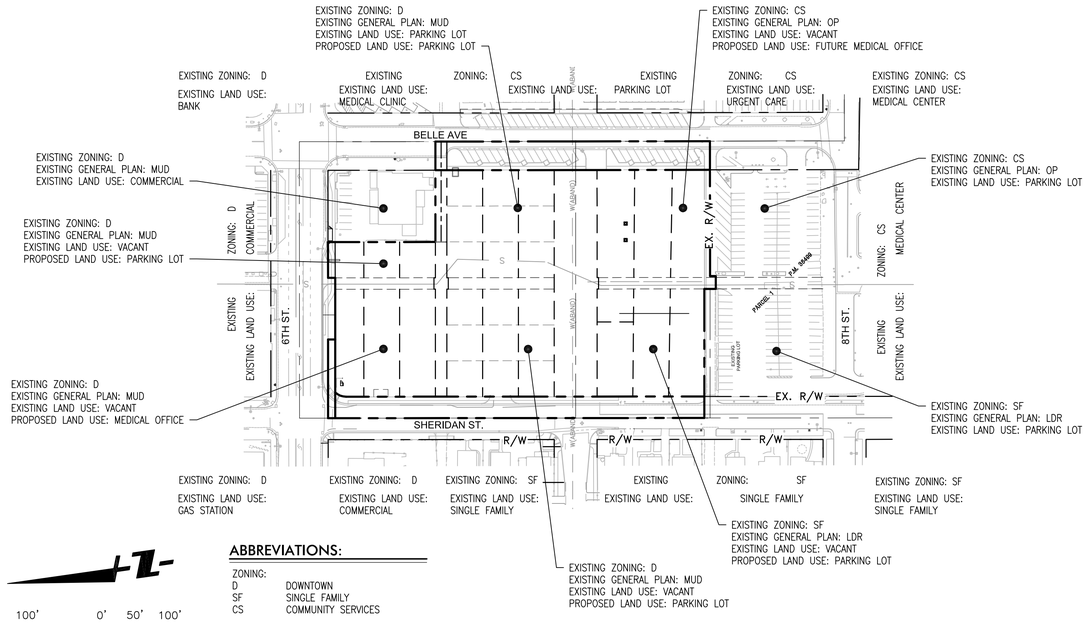


Date: 08/20/2019

GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



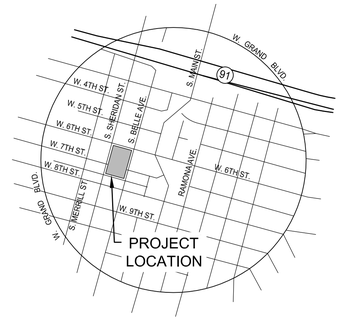
ABBREVIATIONS:

ZONING:

D	DOWNTOWN
SF	SINGLE FAMILY
CS	COMMUNITY SERVICES

GENERAL PLAN:

LDR	LOW DENSITY RESIDENTIAL
MUD	MIXED USE DOWNTOWN
OP	OFFICE PROFESSIONAL



VICINITY MAP
NOT TO SCALE

UTILITY PROVIDERS:

ELECTRIC: SCE
SEWER: CITY OF CORONA DEPARTMENT OF WATER & POWER
WATER: CITY OF CORONA DEPARTMENT OF WATER & POWER
TRASH: CITY OF CORONA DEPARTMENT OF WATER & POWER
PHONE/INTRANET: AT&T AND FRONTIER
GAS: SOUTHERN CALIFORNIA GAS

NOTES:

1. THERE ARE NO EXISTING BUILDINGS WITHIN THE PROPOSED DEVELOPMENT AREA.
2. ONLY ONE PARCEL MAP IS PLANNED AND THERE WILL BE NO PHASING.

SITE ACREAGE

PARCEL 1	1.75 ACRES
PARCEL 2	1.73 ACRES
TOTAL	3.48 ACRES

OWNER:

CORONA HOUSING AUTHORITY &
CITY OF CORONA

DEVELOPER:

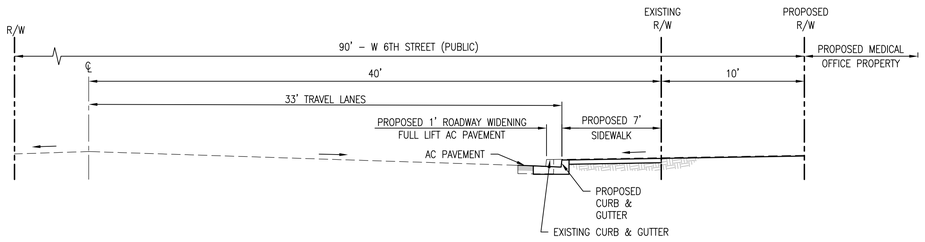
THE BOURESTON COMPANIES
650 TOWN CENTER
COSTA MESA, CA. 92626
PHONE: 949.387.4667
CONTACT: RICHARD BOURESTON

ENGINEER:

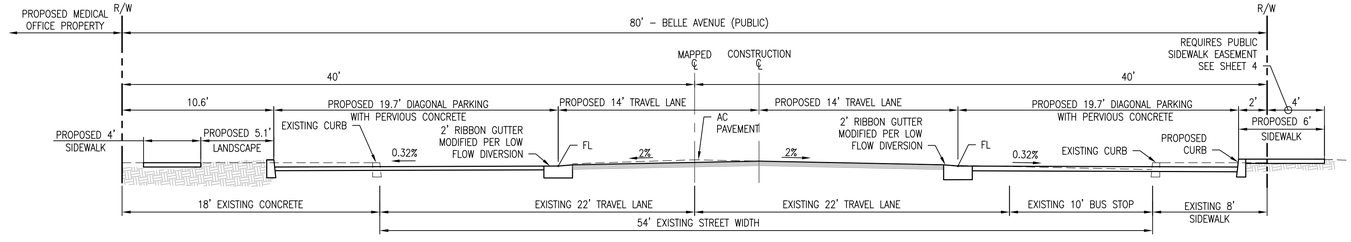
FUSCOE ENGINEERING
16795 VON KARMAN, SUITE 100
PHONE: 949.474.1960
CONTACT: MARK NERO, P.E.

LEGEND:

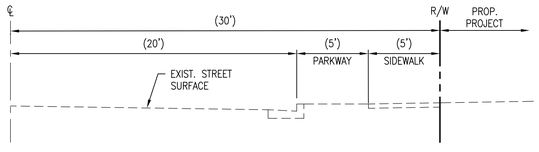
- EXISTING CENTERLINE
- EXISTING CURB
- EXISTING LOT LINE
- PROPOSED PROPERTY LINE



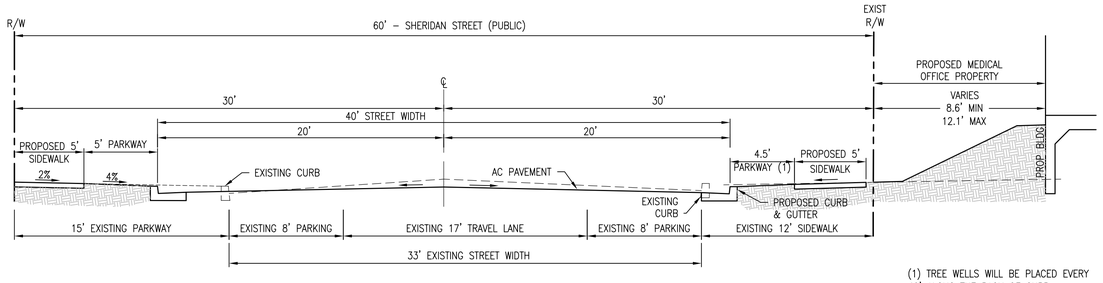
SIXTH STREET
SECTION 'A'
SCALE: 1"=5'



BELLE AVENUE
SECTION 'B'
SCALE: 1"=5'



SHERIDAN STREET
SECTION 'C'
SCALE: 1"=5'



(1) TREE WELLS WILL BE PLACED EVERY 40' ALONG THE BACK OF CURB

SHERIDAN STREET
SECTION 'D'
SCALE: 1"=5'

LEGEND:

- EXISTING CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING IMPROVEMENTS
- EXISTING RIGHT-OF-WAY
- EXISTING LOTLINE
- EXISTING EASEMENT

ABBREVIATIONS:

APN	ASSESSOR PARCEL NUMBER
BMP	BEST MANAGEMENT PRACTICE
℄	CENTERLINE
EXIST.	EXISTING
FF	FINISH FLOOR
FS	FINISH SURFACE
FL	FLOWLINE
R/W	RIGHT-OF-WAY
TC	TOP OF CURB
TYP.	TYPICAL

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY: DB/GG
DESIGNED BY: DB/GG
CHECKED BY: MN

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315
www.fuscoe.com

PARCEL MAP No. 37565

INFORMATION AND SECTIONS
SIXTH STREET & BELLE BOULEVARD
CORC

PERMIT #

PLAN CK #

SHEET

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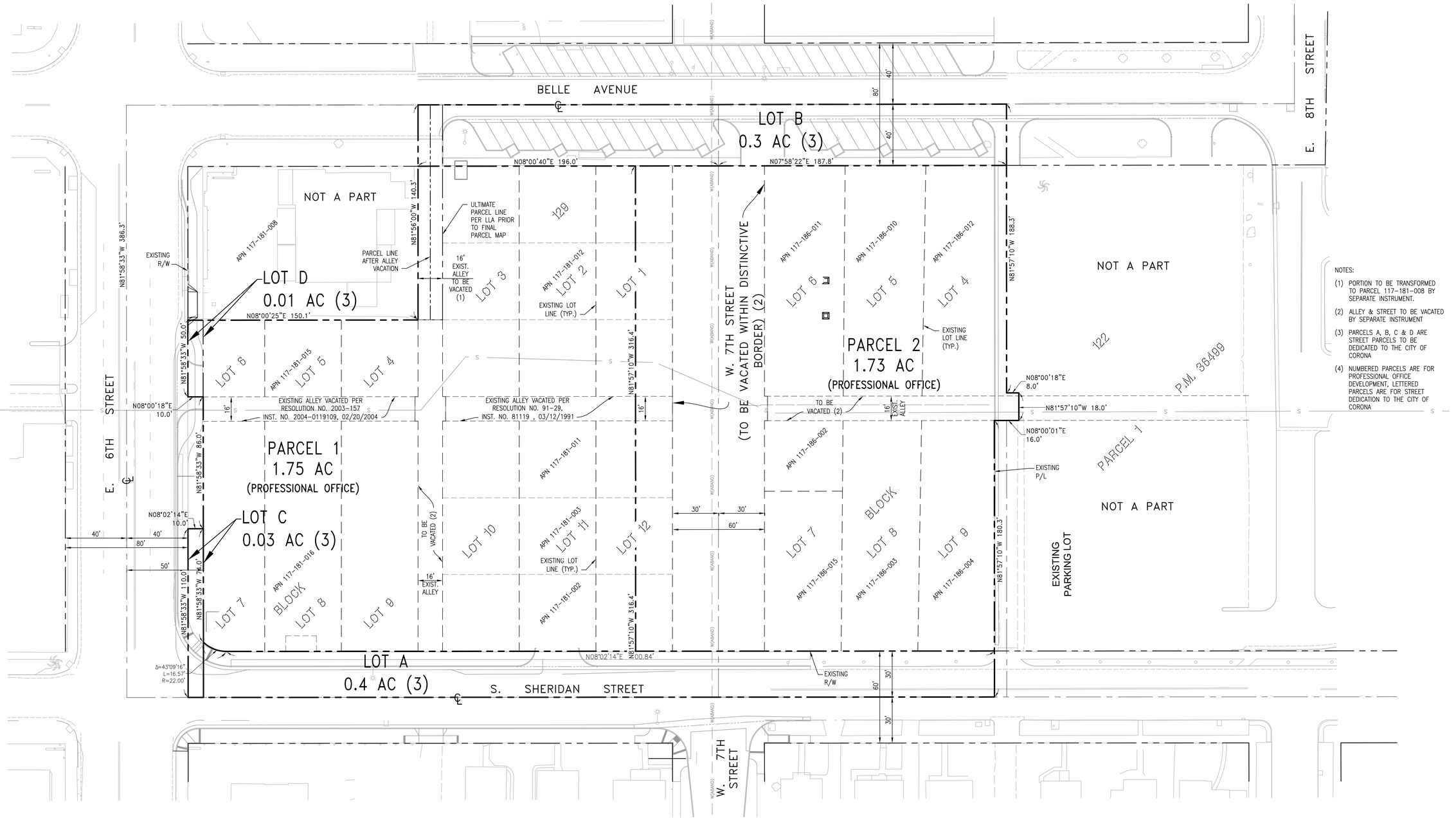
EXHIBIT A

953

PLANNING COMMISSION | PARCEL MAP 37565 | 08/21/2019

PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 OF BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



NOTES:

(1) PORTION TO BE TRANSFORMED TO PARCEL 117-181-008 BY SEPARATE INSTRUMENT.

(2) ALLEY & STREET TO BE VACATED BY SEPARATE INSTRUMENT

(3) PARCELS A, B, C & D ARE STREET PARCELS TO BE DEDICATED TO THE CITY OF CORONA

(4) NUMBERED PARCELS ARE FOR PROFESSIONAL OFFICE DEVELOPMENT, LETTERED PARCELS ARE FOR STREET DEDICATION TO THE CITY OF CORONA

30' 0' 15' 30'

SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY: DB/GG

DESIGNED BY: DB/GG

CHECKED BY: MN

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www.fuscoe.com

PARCEL MAP No. 37565

PARCELS (EXISTING & PROPOSED)
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

PERMIT # ---

PLAN CK # ---

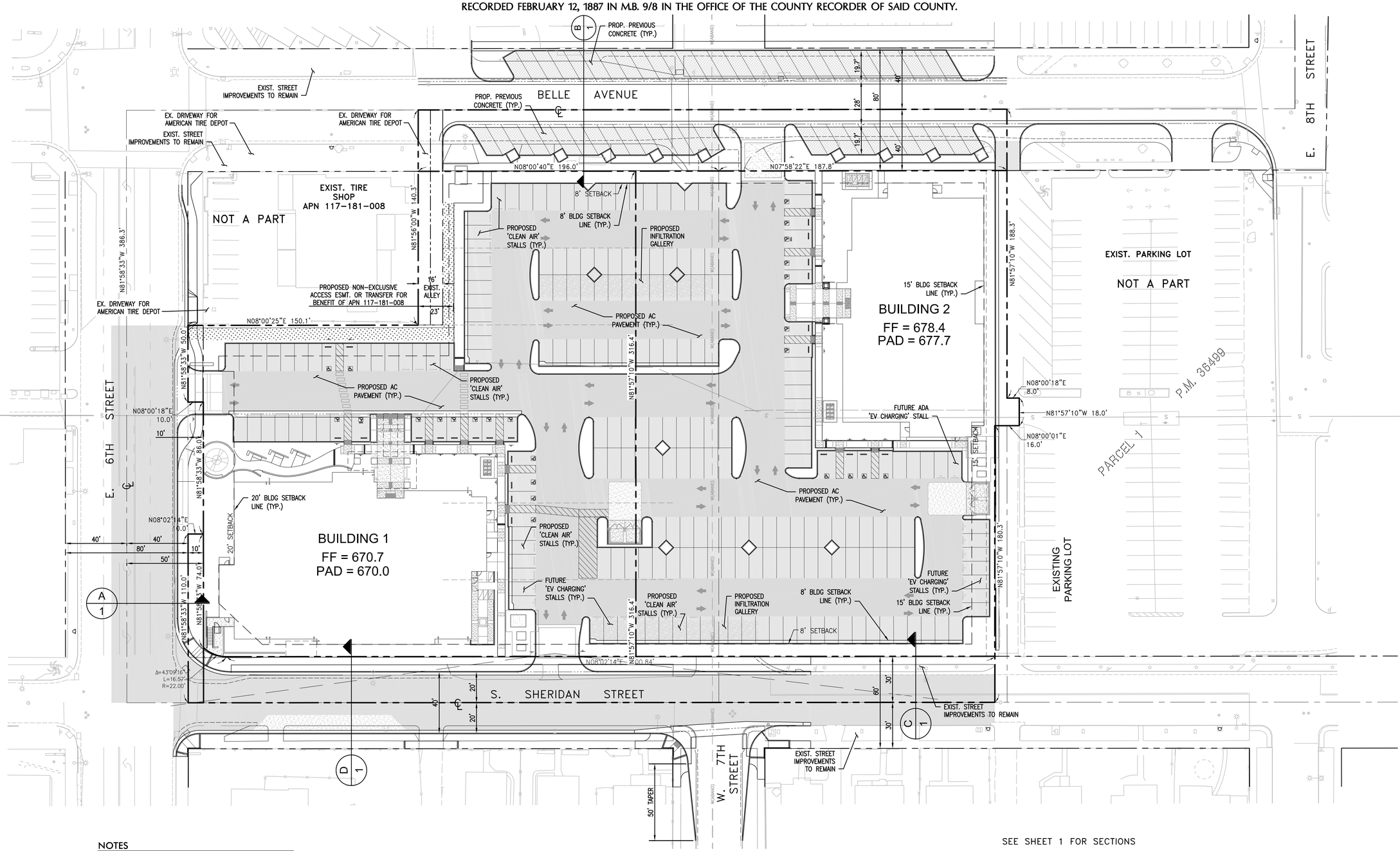
SHEET 2 OF 4

08/21/2019 | PARCEL MAP 37565 | PLANNING COMMISSION

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PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 OF BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



SEE SHEET 1 FOR SECTIONS

NOTES

- SEE CONCEPT GRADING PLAN FOR MORE DETAILED GRADING INFORMATION AND PROPOSED IMPROVEMENTS.
- SEE CONCEPT UTILITY PLAN FOR MORE DETAILED UTILITY INFORMATION AND PROPOSED IMPROVEMENTS.
- PROJECT WILL BE REQUIRED TO ANNEX INTO CFD 2016-3 (MAINTENANCE DISTRICT)

30' 0' 15' 30'
SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY:	DB/GG
DESIGNED BY:	DB/GG
CHECKED BY:	MN

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PARCEL MAP No. 37565

SITE PLAN
SIXTH STREET & BELLE BOULEVARD
CORONA, CALIFORNIA

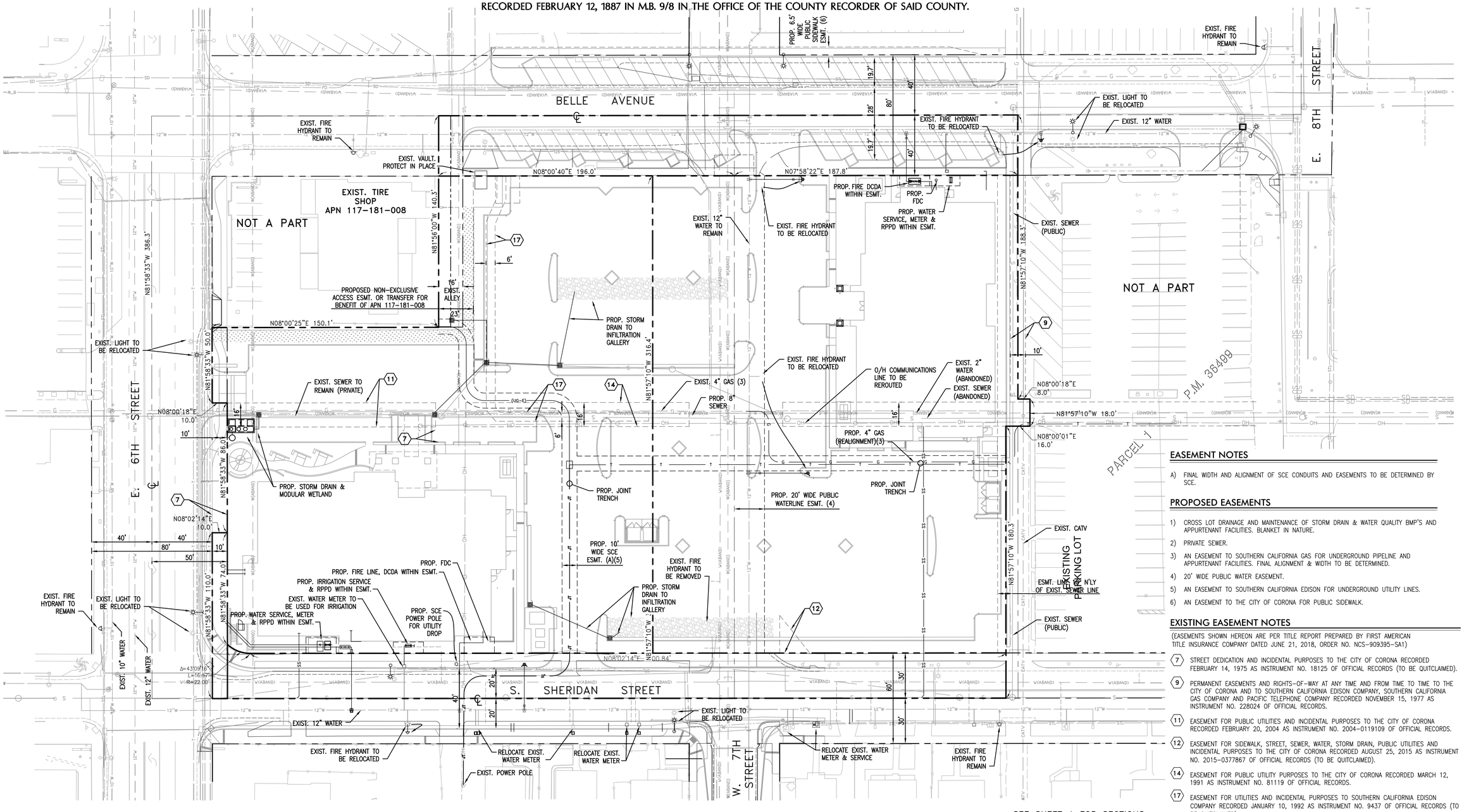
PERMIT #	---
PLAN CK #	---
SHEET	3 OF 4

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08/21/2019 | PARCEL MAP 37565 | PLANNING COMMISSION

PARCEL MAP NO. 37565

LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 OF BLOCK 129 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



EASEMENT NOTES

A) FINAL WIDTH AND ALIGNMENT OF SCE CONDUITS AND EASEMENTS TO BE DETERMINED BY SCE.

PROPOSED EASEMENTS

1) CROSS LOT DRAINAGE AND MAINTENANCE OF STORM DRAIN & WATER QUALITY BMP'S AND APPURTENANT FACILITIES. BLANKET IN NATURE.
2) PRIVATE SEWER.
3) AN EASEMENT TO SOUTHERN CALIFORNIA GAS FOR UNDERGROUND PIPELINE AND APPURTENANT FACILITIES. FINAL ALIGNMENT & WIDTH TO BE DETERMINED.
4) 20' WIDE PUBLIC WATER EASEMENT.
5) AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR UNDERGROUND UTILITY LINES.
6) AN EASEMENT TO THE CITY OF CORONA FOR PUBLIC SIDEWALK.

EXISTING EASEMENT NOTES

(EASEMENTS SHOWN HEREON ARE PER TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JUNE 21, 2018, ORDER NO. NCS-909395-SA1)

(7) STREET DEDICATION AND INCIDENTAL PURPOSES TO THE CITY OF CORONA RECORDED FEBRUARY 14, 1975 AS INSTRUMENT NO. 18125 OF OFFICIAL RECORDS (TO BE QUITCLAIMED).

(9) PERMANENT EASEMENTS AND RIGHTS-OF-WAY AT ANY TIME AND FROM TIME TO TIME TO THE CITY OF CORONA AND TO SOUTHERN CALIFORNIA EDISON COMPANY, SOUTHERN CALIFORNIA GAS COMPANY AND PACIFIC TELEPHONE COMPANY RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

(11) EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO THE CITY OF CORONA RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

(12) EASEMENT FOR SIDEWALK, STREET, SEWER, WATER, STORM DRAIN, PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO THE CITY OF CORONA RECORDED AUGUST 25, 2015 AS INSTRUMENT NO. 2015-0377867 OF OFFICIAL RECORDS (TO BE QUITCLAIMED).

(14) EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF CORONA RECORDED MARCH 12, 1991 AS INSTRUMENT NO. 81119 OF OFFICIAL RECORDS.

(17) EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 10, 1992 AS INSTRUMENT NO. 9437 OF OFFICIAL RECORDS (TO BE QUITCLAIMED).

SEE SHEET 1 FOR SECTIONS

NOTES

- SEE CONCEPT GRADING PLAN FOR MORE DETAILED GRADING INFORMATION AND PROPOSED IMPROVEMENTS.
- SEE CONCEPT UTILITY PLAN FOR MORE DETAILED UTILITY INFORMATION AND PROPOSED IMPROVEMENTS.
- PROJECT WILL BE REQUIRED TO ANNEX INTO CFD 2016-3 (MAINTENANCE DISTRICT)

30' 0' 15' 30'
SCALE: 1" = 30'

NO.	DATE	REVISIONS	APPROVED

AUGUST 2019

DRAWN BY: DB/GG
DESIGNED BY: DB/GG
CHECKED BY: MN

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PARCEL MAP No. 37565

EXISTING & PROPOSED EASEMENTS SIXTH STREET & BELLE BOULEVARD CORONA, CALIFORNIA

PERMIT # ---
PLAN CK # ---
SHEET 4 OF 4

08/21/2019 | PARCEL MAP 37565 | PLANNING COMMISSION

Project Conditions
City of Corona

Project Number: PM2019-0001

Description: **PARCEL MAP FOR (2) MEDICAL OFFICE BUILDINGS AND PARKING LOT**

Applied: **3/15/2019**
Approved:
Site Address: **SIXTH STREET AND BELLE BLVD ,**

Closed:
Expired:

Status: **INCOMPLETE**

Parent Project:

Applicant: **BOURESON DEVELOPMENT**
650 TOWN CENTER DRIVE, SUITE 890 COSTA MESA CA, 92626

Details:

LIST OF CONDITIONS	
DEPARTMENT	**CONTACT**
PLANNING	**Sandra Yang**

1. The applicant or his successor in interest shall comply with the mitigation measures established in the Mitigated Negative Declaration prepared for the project.
2. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC) and ordinances and the relevant Specific Plan, if any, including the payment of all required fees.
3. 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.
4. 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.
5. The approval of M 37565 is contingent upon the approval of SPA2019-0001 and GPA2019-0001.
6. Parcel Map 37565 shall be recorded prior to the issuance of a certificate of occupancy.
7. Covenants, Conditions, and Restrictions (CC&R's) providing for reciprocal parking, ingress and egress, drainage and utility easements, and maintenance of common drives and landscaping shall be reviewed, approved by the Director of Public Works and recorded prior to recordation of the parcel map.
8. The applicant shall enter into a shared parking agreement with the city for the on-street parking spaces on Belle Avenue prior to issuance of a Certificate of Occupancy.

EXHIBIT B

(Continued on next page)

Project Conditions
City of Corona

PUBLIC WORKS	Emily Stadnik

1. The Public Works and the Departments of Water and Power, Maintenance and Parks and Landscaping Conditions of Approval fo the subject application and shall be completed at no cost to any government agency. All questions regarding the intent of the conditions shall be referred to the Public Works Department Land Development Section. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail.
2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions.
3. Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the Public Works Director that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property.
4. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
5. The submitted site plan shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said site plan to be resubmitted for further consideration.
6. The submitted parcel map shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said parcel map to be resubmitted for further consideration.
7. The developer shall construct or guarantee construction of the required improvements prior to recordation of the Parcel Map because the construction of the improvements is a necessary prerequisite to the orderly development of the surrounding area.
8. All conditions of approval shall be satisfied and the final parcel map prepared and accepted by the City for recordation within 24 months of its approval, unless an extension is granted by the City Council.
9. In the event that off-site right-of-way or easements are required for the City of Corona master plan facilities to comply with these conditions of approval, the developer is required to secure such right-of-way or easements at no cost to the City.
10. Any missing right-of-way along streets fronting the proposed project will be required for dedication on the subject Parcel Map.
11. All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Corona ordinances.
12. Prior to issuance of a Certificate of Occupancy, the developer shall cause the engineer of record to submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.
13. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:
    (a) Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
    (b) Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code 15.04.060, unless otherwise extended or shortened by the Public Works Director or Building Official.
    (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

    Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the Public Works Director or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

(Continued on next page)

PUBLIC WORKS	Emily Stadnik

14. Prior to map recordation or issuance of a building permit, whichever occurs first, the developer shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are not limited to, the following:
    a) All street facilities along W. Sixth Street, Belle Avenue and Sheridan Street
    b) All drainage facilities along W. Sixth Street, Belle Avenue and Sheridan Street.
    c) All required grading, including erosion control.
    d) All required sewer, water and reclaimed water facilities.
    e) All required landscaping.
    f) All under grounding of overhead utilities, except for cables greater than 32k volts.
    g) All improvements specified per the approved traffic study
15. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the Public Works Director.
16. Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Registered Engineer to the Public Works Department Land Development Section. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.
17. Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Public Works Department Land Development Section.
18. Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WDID # shall be displayed on the title sheet of the grading plans.
19. Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
20. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries.
21. Prior to issuance of building permits, the developer shall cause the civil engineer of record and soils engineer of record for the approved grading plans to submit pad certifications and compaction test reports for the subject lots where building permits are requested.
22. Prior to release of grading security, the developer shall cause the civil engineer of record for the approved grading plans to submit a set of as-built grading plans with respect to Water Quality Control facilities.
23. Prior to issuance of any grading permit, any environmental Phase I and Phase II findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented.
24. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the Public Works Director.
25. Prior to the issuance of a grading permit, a Final WQMP, prepared in substantial conformance with the approved Preliminary WQMP, shall be submitted to the Public Works Land Development Section for approval. Upon its final approval, the applicant shall submit one copy on a CD-ROM in PDF format.
26. Prior to the issuance of the first Certificate of Occupancy, the applicant shall record Covenants, Conditions and Restrictions (CC&R's) or enter into an acceptable maintenance agreement with the City to inform future property owners to implement the approved WQMP and maintain onsite BMPs.
27. Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future homeowners and/or occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.

(Continued on next page)

PUBLIC WORKS	Emily Stadnik

28. Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational.
29. All the drainage design criteria shall be per City of Corona standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the Public Works Director.
30. Prior to recordation or approval of any improvement plans, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.
31. Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall address the following: The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. All residential lots shall drain toward the street. Lot drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system. Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks. All non-residential lots shall drain toward an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains.
32. Street design criteria and cross sections shall be per City of Corona standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the Public Works Director.
33. Prior to map recordation or issuance of a building permit, whichever comes first, the applicant shall offer for dedication all required street rights-of-way. Said dedication shall continue in force until the City accepts or abandons such offers. All dedications shall be free of all encumbrances and approved by the Public Works Director.
34. Any missing right-of-way along streets fronting the proposed project will be required for dedication on the subject Parcel Map. Additional dedication shall be required for the following public streets:
    a) Sixth Street to 90' ultimate right-of-way width.
    b) Belle Avenue to 80' ultimate right-of-way width.
    c) Sheridan Street to 60' ultimate right-of-way width.
35. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall include the following:
    a) All local and/or major arterial highways' vertical and horizontal alignments shall be approved by the Director of the Public Works Department.
    b) All driveways shall conform to the applicable City of Corona standards and shall be shown on the street improvement plans.
    c) All street intersections shall be at ninety (90) degrees or as approved by the Public Works Director.
    d) All reverse curves shall have a minimum tangent of fifty (50) feet in length.
    e) Under grounding of existing and proposed utility lines.
    f) Street lights.
    g) All other public improvements shall conform to City of Corona standards.
36. The developer shall be responsible for any missing public improvements along Sixth Street, Sheridan Street, and Belle Avenue. Street improvements along project frontages will be required for half width plus 10 additional feet, unless otherwise specified, along with any necessary transitions. This includes, but is not limited to the following:
    a) Sheridan Street shall be widened to 60' ultimate width with full improvements, per Corona General Plan and Downtown Specific plan. Widening improvements shall include a proposed bus stop per City standards, and a transition of full widening improvements beyond 7th Street, or as approved by the City Engineer.
    b)Belle Avenue shall be fully improved to 80' ultimate right-of-way width. Proposed on-street parking design shall be approved and coordinated with City of Corona Traffic Engineering.
    c) Sixth Street shall be widened to 90' ultimate right-of-way width (50-ft from centerline to south right-of-way). This will include a 10' dedication of public right-of-way in certain locations along the project frontage. The developer shall be responsible for any missing public improvements along the project frontage, and rebuilding existing access drives to current standards. A portion of Sixth Street will be widened and fully constructed -the remainder will require full grind and overlay along the project frontage to 1/2 plus 10' street width.

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PUBLIC WORKS	Emily Stadnik

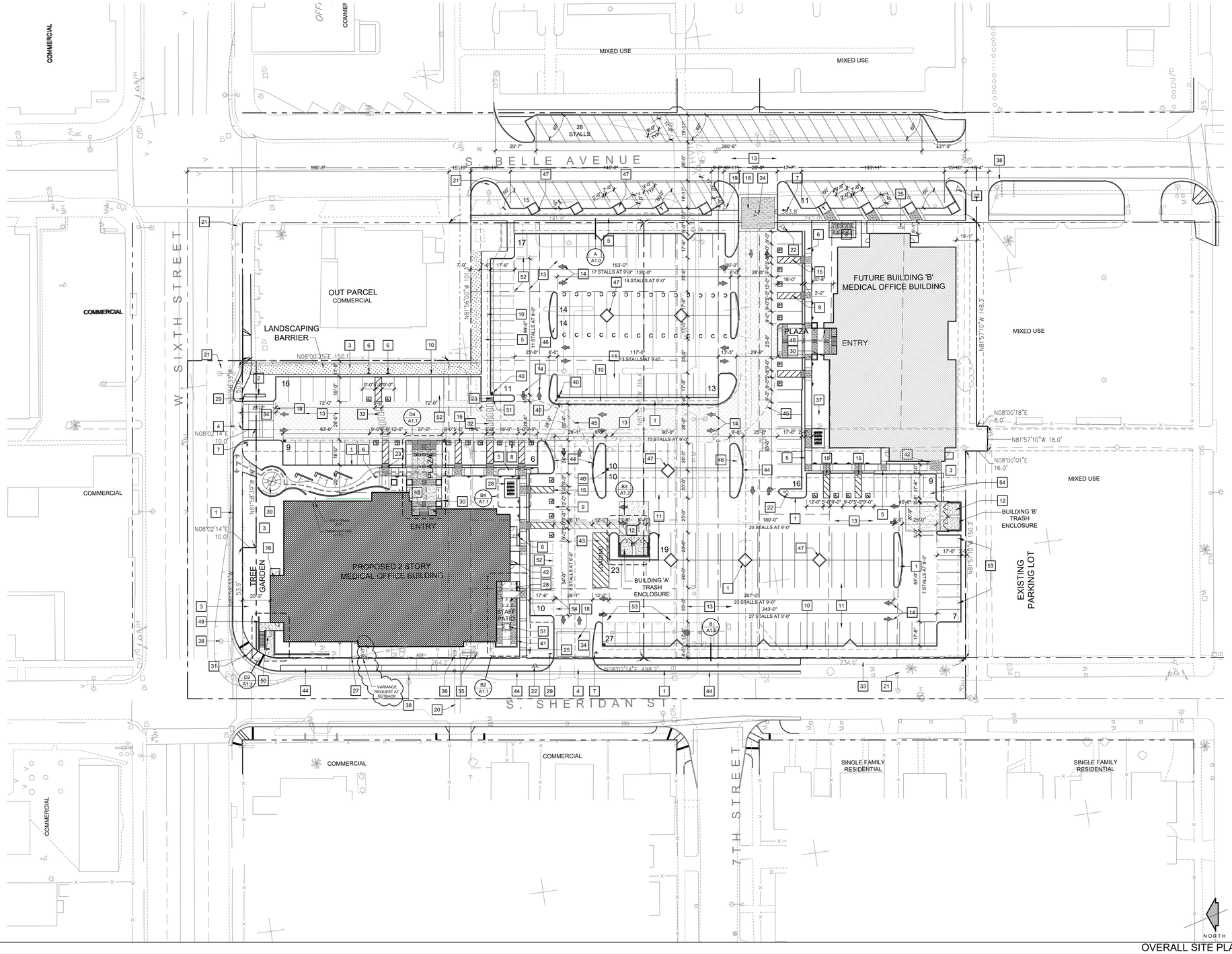
37. Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved to half width plus ten (10) additional feet unless otherwise approved by the Public Works Director. At the discretion of the applicant, the existing pavement maybe cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind.
38. Prior to release of public improvement security, the developer shall cause the civil engineer of record for the approved improvement plans to submit a set of as-built plans for review and approval by the Public Works Department.
39. Prior to acceptance of improvements, the Public Works Director may determine that aggregate slurry, as defined in the Standarc Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until said acceptance takes place.
40. Prior to map recordation the applicant shall annex this project into a City of Corona Community Facilities District (CFD) 2016-3 (Maintenance Services). All assessable parcels therein shall be subject to annual CFD charges (special taxes or assessments). The developer shall be responsible for all costs incurred during annexation into the CFDs.
41. Prior to issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all development fees, including but not limited to Development Impact Fees (DIF) per City Municipal Code 16.23 and Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 16.21. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances.
42. Prior to final map recordation the applicant shall prepare a disclosure statement indicating that the property is within an Assessment District, Community Facilities District and/or Landscape Maintenance District and will be subject to an annual levy. The disclosure statement is subject to the review and approval of the Public Works Department and shall be recorded concurrently with the final map.
43. Prior to issuance of a Certificate of Occupancy, all proposed parkway, slope maintenance, and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed.
44. Prior to the issuance of a Certificate of Occupancy, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the developer, or developer's successors in interest, at no cost to the City of Corona.
45. All the potable water, reclaimed water, and sewer design criteria shall be per City of Corona Department of Water and Power standards and Riverside County Department of Health Services Standards unless otherwise approved by the Public Works and Department of Water and Power Directors.
46. Prior to recordation or approval of improvement plans, the applicant shall obtain all necessary easements for any required offsite water and sewer facilities.
47. Prior to issuance of any building permits, including model home permits, a domestic water and fire flow system shall be approved by the Public Works Department and constructed by the developer, to the satisfaction of the Public Works Director and Fire Chief.
48. Prior to improvement plans approval, the applicant shall ensure that all water meters, fire hydrants or other water appurtenances shall not be located within a drive aisle or path of travel.
49. Prior to issuance of any building permits, the developer shall pay all water and sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate water and sewer fees.
50. Prior to recordation or approval of improvement plans, when applicable, the applicant shall submit detailed potable water, reclaimed water and sewer studies, prepared by a registered civil engineer, which shall be submitted to the Public Works Department Land Development Section for review and approval. The study shall analyze the existing and proposed sewer and water facilities. Results of the system analysis may require special construction for the potable water, reclaimed water and sewer systems, such as upsizing downstream sewer lines, installing pressure regulators, booster pumps, special material for pipeline construction, backwater valves and construction of other appurtenances as necessary to serve the proposed development. Effects of the proposed development, engineering analysis and special construction requirements shall be submitted for review and approval by the Public Works Department and the Department of Water and Power.

(Continued on next page)

Project Conditions
City of Corona

PUBLIC WORKS	Emily Stadnik

51. Prior to building permit issuance, the applicant shall construct or guarantee the construction of all required public improvements including but not limited to, the potable water line, sewer line, reclaimed water line, potable water services, sewer laterals, reclaimed water services, double detector check assemblies and reduced pressure principle assemblies within the public right of way and-or easements.
52. The applicant shall dedicate easements for all public water, reclaimed water, sewer and electric facilities needed to serve the project in accordance the Department of Water and Power standards. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public water and sewer facilities shall be provided a minimum 20 foot wide paved access road unless otherwise approved by the General Manager. Structures and trees shall not be constructed or installed within a public utility easement.
53. Prior to map recordation or building permit issuance, whichever comes first, the applicant shall construct or guarantee the construction of a private fire system with double detector check assemblies at all public fire services to the satisfaction of the Department of Water and Power and Fire Chief.
54. Fire Hydrants shall be a maximum 250-300 feet apart or as directed by the Fire Department.
55. Manhole rim elevations shall be lower than all pad elevations immediately downstream. Otherwise a back flow prevention valve will be required.
56. Static pressures exceeding 80 psi require an individual pressure regulator.
57. The applicant shall provide a separate irrigation water service for all HOA- CFD landscaped lots or easements.
58. The landscape plans of all parkway and Landscape Maintenance District (LMD) and Community Facilities District (CFD) lots shall be prepared by a licensed Landscape Architect and shall be submitted to the City for review and approval.
59. The developer shall install automatic irrigation to all street trees separated from adjacent residences by a fence or wall prior to the issuance of a Certificate of Occupancy.
60. There are several existing alleys within the project boundary that are required to be vacated per this application. All alleys to be vacated per this application, shall be done so concurrently with the redecoration of the Parcel Map. A lot line adjustment will be required at the time of map recordation for the portion of existing east/west alley adjacent to the NAP parcel on PM37565.
61. Public improvements necessary to support any existing or proposed bus routes along Sherdian Street and Belle Avenue, shall be completed prior to vacation of 7th Street. Coordination for any re-routing of existing buses shall be through the City of Corona Traffic/Transportation Division.
62. The developer shall submit for review and approval CC&Rs for onsite BMP facility maintenance, and maintenance of onsite shared facilities. CC&Rs shall be recorded concurrently with the final map. Reciprocal access shall be granted for shared facilities on the map, or a reciprocal access agreement shall be recorded concurrently with the CC&Rs and final map.



OVERALL SITE PLAN

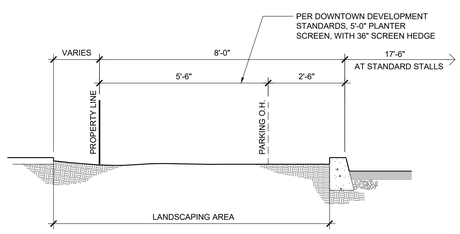
SCALE: 1" = 30'-0"

SITE PLAN KEYED NOTES

NO.	DESCRIPTION
1.	NEW 6" HIGH CONCRETE CURB, TYP. - SEE DTL. C3/A1.2
2.	MONUMENT SIGN (UNDER SEPARATE PERMIT)
3.	NEW LANDSCAPE AREA
4.	NEW DRIVEWAY APPROACH - 30'-0" MIN. (PER PUBLIC WORKS STANDARDS)
5.	NEW 4'-0" MIN. ACCESSIBLE PATH OF TRAVEL AT SIDEWALKS (5% MAX. SLOPE, 2% MAX. CROSS SLOPE) PER PUBLIC WORKS STD.
6.	NEW ACCESSIBLE STALL POLE SIGN - SEE DTL. A3A/A1.2
7.	NEW DISABLED PARKING LOT SIGNAGE AT PARKING ENTRY - SEE DTL. A3B/A1.2
8.	NEW APPROVED 3'x3' HANDICAP PARKING SYMBOL - SEE DTL. A4/A1.2
9.	NEW VAN ACCESSIBLE PARKING STALL LOADING AREA
10.	NEW LINE OF VEHICLE OVERHANG, TYPICAL
11.	NEW STANDARD PARKING STALL PER CITY STANDARDS AND PARKING MANUAL (TYP.)
12.	NEW TRASH ENCLOSURE, PER CITY STANDARDS - SEE DTL. B3/A1.2
13.	NEW PAVING - PER PUBLIC WORKS STANDARDS
14.	NEW PAINTED DIRECTIONAL ARROWS AT THE BEGINNING AND END OF AISLES - SEE DTL. B1/A1.2
15.	NEW 5'-0" STRIPED OFF-LOAD AREA FOR ACCESSIBLE PARKING (TYP.) - SEE DTL. A5/A1.2
16.	LOCATION OF FIRE SPRINKLER RISER AND ROOM
17.	INDICATES ARCHITECTURAL LIGHTING FIXTURES - SEE ELECTRICAL
18.	DECORATIVE CONCRETE PATTERN AT DRIVE APPROACH
19.	EXISTING FIRE HYDRANT
20.	EXISTING 8" WATER SERVICE
21.	EXISTING STREET LIGHT
22.	NEW FIRE HYDRANT PER CITY STANDARDS
23.	INDICATES DETECTABLE WARNING SURFACE
24.	EXISTING HYDRANT RELOCATED - SEE CIVIL
25.	NEW DISABLED PATH OF TRAVEL SIDEWALK TO PUBLIC WAY- 4'-0" MIN. WIDTH, 5% MAX. SLOPE AND 2% MAX. CROSS SLOPE- SEE CIVIL
26.	PROPOSED 4'X4' TREE WELLS. STREET TREE WELLS SHALL BE CONSTRUCTED AS PER PUBLIC WORKS STANDARDS
27.	EXISTING 8" SEWER SERVICE
28.	NEW BICYCLE PARKING - 4 SHORT TERM RACKS PROVIDED (2 BIKES PER RACK TO ACCOMMODATE 8 BIKES) AND LONG TERM LOCKERS 4 SPACES PROVIDED (2 BIKES PER LOCKER - 8 BIKES)
29.	INSTALL NEW 30" STATE STANDARD "STOP" SIGN(S) AT LOCATIONS SHOWN ON A 2" GALVANIZED POST WITH THE BOTTOM OF THE LOWEST SIGN 7' ABOVE GROUND; LOCATED BEHIND MAJOR STREET SIDEWALK. WHERE "RIGHT TURN ONLY" SIGN ALSO REQUIRED AT SAME LOCATION, INSTALL 30"x36" STATE STANDARD SIGN IMMEDIATELY BELOW THE STOP SIGN ON SAME POST
30.	INDICATES SIGNAGE ON POLE PER DTL. A3B/A1.1. SIGNAGE TO STATE, "NO SMOKING WITHIN 25'-0" OF BUILDING ENTRIES, OUTDOOR INTAKES OR OPERABLE WINDOWS, CAL-GREEN 5.504.7."
31.	PROPOSED CURB RAMP - PER CITY STANDARDS
32.	LINE INDICATES NEW DECORATIVE STRIPING AT CROSSWALK (PAINTED)
33.	EXISTING SIDE WALK TO REMAIN
34.	ENTRY DRIVE - PER CITY STANDARDS
35.	PROPOSED FDC AND PIV CONNECTIONS
36.	PROPOSED WATER SERVICE AND METER
37.	BIKE RACK AND LOCKERS AT BUILDING 'B' UNDER SEPARATE PERMIT SUBMISSION
38.	RELOCATED STREET LIGHT - SEE CIVIL
39.	HEALING GARDEN LANDSCAPING FEATURE
40.	STORM DRAIN INLET
41.	SCREEN WALL AT PATIO
42.	PROPOSED GAS METER LOCATION
43.	STRIPPING INDICATES LOADING ZONE (1)
44.	DASHED LINE INDICATES NEW RED PAINTED FIRE LANE CURB. REQUIRED FIRE LANES SHALL BE DESIGNATED BY PAINTING THE CURB RED (TOP AND SIDES) AND STENCILING "FIRE LANE NO PARKING" IN 3 INCH WHITE LETTERS ON THE MOST VERTICAL CURB, AT LEAST EVERY 50 FEET.
45.	INDICATES 50'-0" OUTSIDE TURNING RADIUS AND 25'-0" INSIDE RADIUS FOR FIRE VEHICLES 30'-0" MIN. FIRE LANE
46.	TREE PLANTING ISLAND
47.	TREE WELLS WITH TREE GRATES (5'-0" SQ.)
48.	KNOX BOX LOCATION
49.	SITE RETAINING WALLS
50.	WHEEL CHAIR LIFT
51.	TREE WELLS AT PATIO. (TYP OF 2)
52.	INDICATES CLEAN AIR VEHICLE STALLS. PROVIDE 16 STALLS FOR BUILDING 'A' PER CAL-GREEN 5.106.5.2
53.	FUTURE E.V. CHARGING STALLS - PROVIDE EMPTY ELECTRICAL CONDUIT FEED TO ELECTRICAL ROOM
54.	FUTURE ACCESSIBLE E.V. STALLS WITH 5'-0" OFF-LOAD STRIPING

GENERAL SITE NOTES

NO.	DESCRIPTION
1.	ELECTRICAL TRANSFORMER LOCATIONS ARE PRELIMINARY ONLY. LOCATIONS TO BE VERIFIED WITH UTILITY PLAN.
2.	PARKING LOT LIGHTING TO BE SUBMITTED AS PART OF BUILDING 'B' SUBMISSION
3.	DISABLED PARKING BASED ON NET BUILDING SQUARE FOOTAGE. BUILDING 'A' NET S.F. 27,325 S.F.. PER MUNICIPAL CODE 17.76.030 PROVIDE STALLS AT 1/200 S.F.. PROVIDE 137 STALLS. PER CBC 11B-208.2 PROVIDE 10% OF PARKING SPACES AS ACCESSIBLE. (10% OF 137 STALLS = 14 STALLS REQUIRED - 14 STALLS PROVIDED)



A - AT BELL AVE. B - AT SHERIDAN STREET

BUILDING A:
USE: MEDICAL OFFICE BUILDING (ONCOLOGY) 'B' OCCUPANCY
NET S.F. 27,325 S.F.
VAULT WALLS: 1,275 S.F.
LOAD 3,900 S.F.
GROSS 32,500 S.F.

BUILDING B:
USE: MEDICAL 'B' OCCUPANCY
NET 23,600 S.F.
LOAD 2,800 S.F.
GROSS 26,400 S.F.

PARKING REQUIRED
BUILDING A 27,325 S.F. / 200 = 137 STALLS
BUILDING B 23,600 S.F. / 200 = 118 STALLS
TOTAL PARKING 255 STALLS (REQ'D)

PARKING PROVIDED:
TOTAL ON SITE STALLS: 231 STALLS
OFF STIE PARKING (BELLE AVE.) 54 STALLS
TOTAL PARKING PROVIDED 285 STALLS
LESS COMPACT STALLS (28) STALLS
TOTAL CITY RECOGNIZED STALLS 257 STALLS (ACTUAL)

EXISTING ON SITE SPACES TO BE REMOVED UNDER THIS PROJECT 46 STALLS
*THESE STALLS ARE EXISTING ON SITE WHICH WILL BE REMOVED DURING SITE DEMOLITION. THEY ARE NOT OFF-SITE STALLS

BUILDING A - TWO STORY, SINGLE TENANT
GROSS AREA 32,500 S.F.
NET 27,325 S.F.
PARKING (BASED ON NET)
STANDARD STALLS 123
ACCESSIBLE STALLS 12
ACCESSIBLE VAN STALLS 2
TOTAL STALLS REQUIRED AT BUILDING 'A' 137 STALLS

PARKING RATIO, TENANT REQUIRED 4.22/1000 GROSS
5.01/1000 NET

BUILDING B - TWO STORY, MULTI-TENANT
GROSS 26,400 S.F.
NET 23,600 S.F.
PARKING (BASED ON NET)
STANDARD STALLS 107 STALLS
ACCESSIBLE STALLS 9
ACCESSIBLE VAN STALLS 2
TOTAL STALLS REQUIRED AT BUILDING 'B' 118 STALLS

PARKING RATIO 4.46/1000 GROSS
5.0 / 1000 NET

ON STREET PARKING SPACES IMMEDIATELY ADJACENT TO NON-RESIDENTIAL DEVELOPMENT SITES IN THE DOWNTOWN DISTRICT MAY BE COUNTED TOWARDS THE REQUIRED NUMBER OF OFF-STREET PARKING SPACES FOR SAID NON-RESIDENTIAL USE PER SECTION III(E)(I)(C) OF THE DOWNTOWN CORONA REVITALIZATION SPECIFIC PLAN

PROJECT LOCATION
APN: 117181002, 003, 011, 012, 015, 016 AND 117186001, 002, 003, 004, 006, 007, 010, 011, 012, 013, 014
LEGAL DESCRIPTION: LOTS 4-9 OF BLOCK 122 TOGETHER WITH LOTS 1-3, 7-12 AND A PORTION OF LOTS 4-6 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER SOUTH RIVERSIDE TOWN SITE MAP RECORDED FEBRUARY 12, 1887 IN M.B. 9/8 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
PROJECT DESCRIPTION:
CONCRETE TILT-UP TWO STORY BUILDINGS WITH POURED-IN-PLACE CONCRETE OVER METAL DECKING SECOND FLOOR. BUILDINGS ARE M.O.B.'S (MEDICAL OFFICE BUILDINGS)
PROJECT DATA:
TYPE OF CONSTRUCTION: II-B
OCCUPANCY: B - GENERAL MEDICAL OFFICE
ZONING: COMMERCIAL / MIXED USE / SINGLE FAMILY
GENERAL PLAN: MUD / OP / LDR
SPECIFIC PLAN: 98-01
PROPOSED LAND USE: MEDICAL OFFICE / PARKING
FULLY SPRINKLERED
SPRINKLERS: FULLY SPRINKLERED
BUILDING HEIGHT:
BUILDING A: 39'-6"
BUILDING B: 38'-6"

LOT COVERAGE: 3.48 AC. (151,602 S.F.)
BUILDING A: 16,656 (BUILDING FOOTPRINT) / 76,065 = 21%
BUILDING B: 13,765 (BUILDING FOOTPRINT) / 75,537 = 18%
FLOOR AREA RATIO:
BUILDING A: 32,500 / 76,065 = 42.7%
BUILDING B: 26,400 / 75,537 = 34.9%

VICINITY MAP



Anthony C. Pings and Associates
Architecture
Planning and
Interior Design
6121 North Thesta #301, Fresno CA 93710
(P) 559-439-0700, (F) 559-439-0708
www.pings.com

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LICENSED ARCHITECT ANTHONY C. PINGS NO. C 10930 12-31-19 STATE OF CALIFORNIA

Project Architect Approval:

Consultant:

Project Name:

Shell Building for:
Corona Medical Center
Medical Office Building

Sixth Street and Belle Avenue
Corona, Ca

Sheet Title:
Overall Site Plan

Project Number
421.0

Project Contact:
ANTHONY PINGS

Scale:
AS NOTED

Issue Date:	Issue Description:
3-8-17	PRELIMINARY
12-13-18	DEVELOPMENT REVIEW
12-27-18	PLAN CHECK

CHECK

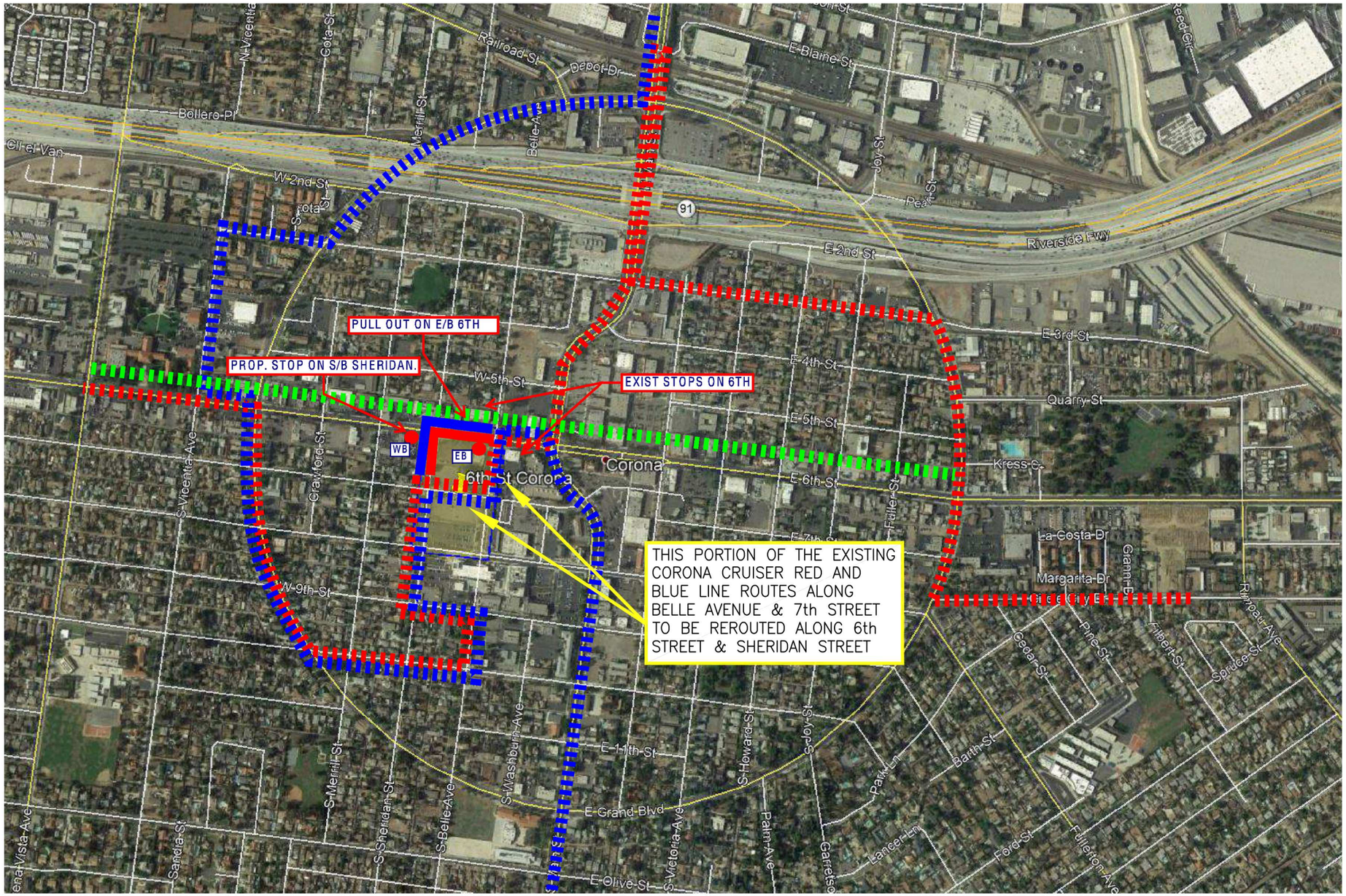
Revisions

No.	Revision Date:

EXHIBIT C

PROPOSED CORONA CRUISER BUS ROUTE CHANGE

CITY OF CORONA, CA



LEGEND

- EXISTING CORONA CRUISER RED LINE ROUTE
- PROPOSED CORONA CRUISER RED LINE ROUTE
- PROPOSED CORONA CRUISER RED LINE BUS STOP
- EXISTING CORONA CRUISER BLUE LINE ROUTE
- PROPOSED CORONA CRUISER BLUE LINE ROUTE
- EXISTING RTA ROUTE 1 (THIS ROUTE WILL BE UNAFFECTED)

FUSCOE ENGINEERING
16795 Von Karman, Suite 100, Irvine, California 92606
tel 949.474.1960 ◦ fax 949.474.5315 ◦ www.fuscoe.com

EXHIBIT D

F:\PROJECTS\832\003\EXHIBITS\832-003XH01-BUS ROUTE.DWG (08-13-2019 9:26:04AM) Plotted by: Debbie Bade

FUSCOE ENGINEERING

Irvine
San Diego
Ontario
Los Angeles
El Centro
San Ramon

May 21, 2019

City of Corona, Planning Dept
Attn: Sandra Yang, Associate Planner
400 S. Vicentia Avenue
Corona, CA 92882
Tel: (951) 279-3553

Letter of Essential Subdivision Information

Subdivision Development Plan

The project proposes to consolidate Lots 4 through 9 of Block 122 together with Lots 1 through 3 and Lots 7 through 12 and a portion of Lots 4 through 6 of Block 129 in the City of Corona, County of Riverside, State of California as per South Riverside Town Site Map recorded Februraty, 12, 1887 in Map Book 9, Page 8 in the office of the County Recorder of said County, and the alleys that will be vacated by separate instruments, into two parcels for commercial development. The Tentative Parcel Map number assigned is Parcel Map No. 37656.

Source Quality and estimate of available quantity of domestic water.

The water for this development will be from the City of Corona municipal domestic water system. A hydraulic flow model done by the City of Corona (Project Number DWPF2019-0036) indicates that sufficient pressure and volume are available to support the project. (See attached report).

Type of Street Improvements and Utilities

The proposed street improvements will consist of reconfiguring the parking on Belle Ave to diagonal parking spaces, widening Sheridan Avenue on the west, tapering 7th Street west of Sheridan and grinding and overlaying all of Sheridan Street to the south limit of the project and 6th street along the project frontage, extending 10-feet northerly of the centerline of the street.

Utility work consists of installing new electrical underground to supply electrical energy to the project, construction of sewer laterals to Sheridan to connect the proposed buildings to the municipal sewer system and installation of water services for domestic water and fire suppression purposes. The existing meters on the west side of Sheridan Street, in the area where the street will be widened, will be relocated westerly to the new curb line and new services installed. This will require coordination with the existing residents along the west side of Sheridan Street.

Proposed method of sewage disposal

full circle thinking

16795 Von Karman, Suite 100, Irvine, California 92606 ○ tel 949.474.1960 ○ fax 949.4

EXHIBIT E

The project will connect to the municipal sewer system in Sheridan Street.

Proposed Storm Drains

There are no municipal storm drains in the vicinity of this project. Drainage will be by surface flow to the existing streets.

Protective Covenants to be Recorded.

The ownership will draft an ownership agreement to establish the responsibilities and rights between the two parcels, should they be under different ownership. The project also is required to participate in the community facilities maintenance district and community services district for this area of Corona. A maintenance and operations agreement will be put in place to ensure compliance with the requirements of the project WQMP.

Sincerely

Mark Nero, P.E.
Fuscoe Engineering, Inc.
Acting as agent for Boureston Development

FIRE FLOW REPORT
HYDRAULIC MODEL
CITY OF CORONA

Project Number
DWPF2019-0036
Date Issued
5/17/2019

APPLICANT INFORMATION

Name: **FUSCOE ENGINEERING**

Address: **16795 VON KARMAN AVE IRVINE CA 92606**

Phone: **(949)474-1960**

Email: **MNERO@FUSCOE.COM**

GENERAL INFORMATION

Site Address: **304 W SIXTH ST**

Type: **Commercial**

Site Location: **Within City Limits**

Notes: **Other**

TEST INFORMATION

Test Date: **5/17/2019**

Flow Hydrant No: **H2949**

Main Size (in): **10**

20 psi Residual Flow (gpm): **12519**

Simulated Flow (gpm): **3000**

Static Pressure (psi): **102**

Residual Pressure for Simulated Flow (psi): **94**

ADDITIONAL INFORMATION FOR RIVERSIDE COUNTY UNINCORPORATED AREA

Hydrant Type:

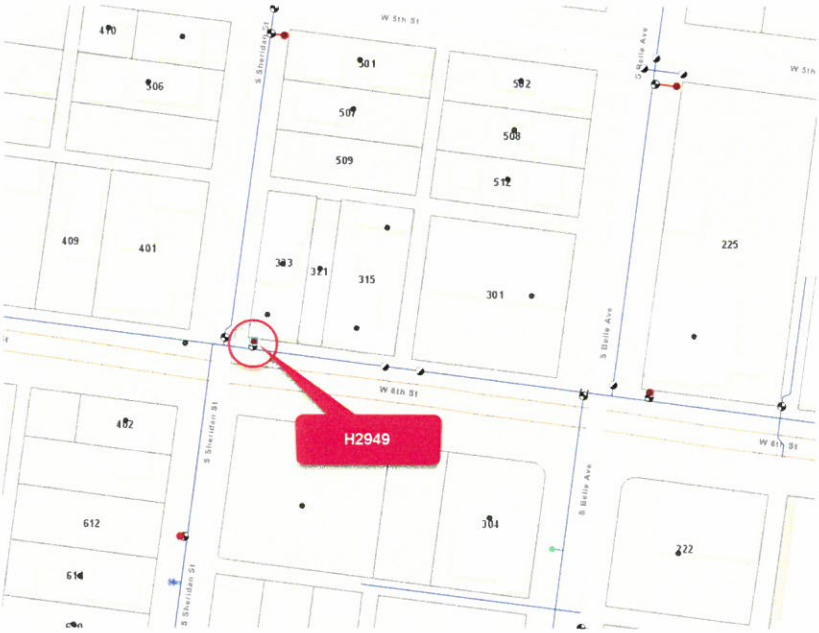
Hydrant Make & Model:

Distance to Hydrant (ft):

Nozzel Count:

Nozzel Size (in):

Can the water system provide at least 1,000 gpm at a 20 psi residual pressure?



Fee:Account: 570 50000 31903

Approved by: **Mohammed Ibrahim**

For inquiries concerning this report, please call **(951) 279 - 3592**

Printed: 5/17/2019

CITY OF CORONA
MITIGATED NEGATIVE DECLARATION

NAME, DESCRIPTION AND LOCATION OF PROJECT:

GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional designation on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

SPA2019-0001: An application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family District and Commercial Services District to Downtown District and establish the Downtown District on approximately 0.43 acres of public right-of-way (7th Street) to facilitate the development of a 3.48-acre medical office park located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue.

PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 on 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue in the Downtown District of the Downtown Corona Revitalization Specific Plan (SP98-01).

ENTITY OR PERSON UNDERTAKING PROJECT:

The City Council, having reviewed the initial study of this proposed project and the written comments received prior to the public meeting of the City Council, and having heard, at a public meeting of the Council, the comments of any and all concerned persons or entities, including the recommendation of the City's staff, does hereby find that the proposed project may have potentially significant effects on the environment, but mitigation measures or revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to a point where clearly no significant effects will occur. **Therefore, the City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment and shall be adopted.**

The Initial Study and other materials which constitute the records of proceedings, are available at the office of the City Clerk, City of Corona City Hall, 400 South Vicentia Avenue, Corona, CA 92882.

Date:_____

_____
Mayor
City of Corona

Date filed with County Clerk:

_____

968

EXHIBIT F

CITY OF CORONA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE: GPA2019-0001, SPA2019-0001, PM 37565, and PP2019-0003

PROJECT LOCATION:

South side of West Sixth Street, between Sheridan Street and Belle Avenue, in the City of Corona, County of Riverside.

Assessors' Parcel Numbers: 117-181-002, -003, -011, -012, -015, -016, 117-186-001, -002, -003, -004, -006, -007, -010, -011, -012, -013, and -014.

PROJECT PROPONENT:

Richard T. Boureston
Boureston Development
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626

PROJECT DESCRIPTION:

The proposed project is for the development of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of Sixth Street between Sheridan Street and Belle Avenue. The project site is comprised of 13 properties which are located within the Downtown Corona Revitalization Specific Plan and zoned Downtown (D), Community Services (CS), and Single Family (SF). The project site also includes a portion of 7th Street that bisects the project site from Sheridan Street to Belle Avenue and two alleys which will vacated and included within the project boundary. Each medical office building is two stories and approximately 40 feet in height. The development includes a parking lot containing 231 parking spaces which will shared among the tenants within the buildings. In addition, 54 off-site parking spaces will be provided on Belle Avenue adjacent to the project site to serve the buildings.

Development of the proposed project requires multiple entitlements which include a general plan amendment, specific plan amendment, parcel map, and a precise plan. The following describes the reason for each entitlement.

- **GPA2019-0001:** GPA2019-0001 is a proposal to amend the General Plan land use designation of four properties totaling approximately 0.50 acres located on the southwest corner of the project from Low Density Residential (LDR) to Office/Professional (OP). The amendment will also establish the Office/Professional designation the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys that are located within the project site.

- **SPA2019-0001:** SPA2018-0001 is a proposal to amend the Downtown Corona Revitalization Specific Plan to change the zoning of seven parcels totaling approximately 1.03 acres located on the southern portion of the project site from Single Family (SF) and Commercial Services (CS) to Downtown (D). The amendment will also establish the Downtown designation on the section of 7th Street (approximately 0.43 acres) that bisects the project site and two alleys located within the project site.

- **PM 37565:** PM 37565 is a parcel map application that will merge the 13 existing lots plus the 0.43-acre section of 7th Street and two alleys into two parcels totaling 3.48 acres to accommodate the two medical office buildings. Each lot will contain its own building and a portion of the shared parking lot.

- **PP2019-0003:** PP2019-0003 is a precise plan application to review the site plan and architecture of the two medical office buildings on the project site.

ENVIRONMENTAL SETTING:

Site Description: The project site is comprised of 13 properties, a section of 7th Street and two alleys. The section of 7th Street and two alleys will be vacated as part of this development proposal so that they can be included within the project boundary. Refer to Figure 1. The two most northerly parcels that abut Sixth Street were previously developed for commercial purposes but are currently vacant. The middle parcel that abuts Belle Avenue is developed with a parking lot for the Corona Public Library which is located across Belle Avenue to the east of the project site. The remaining 10 properties were previously developed with single family homes but are currently vacant.

Site Surroundings: The project site is located in an urbanized area considered the city's downtown. The project site is bounded to the north and northeast by Sixth Street and a tire shop, respectively. To the west is Sheridan Street with a car dealership and single family residences located beyond Sheridan Street. To the east is Belle Avenue with a medical clinic and the Corona Public Library located beyond Belle Avenue. To the south is a parking lot for the Corona Regional Medical Center.

GENERAL PLAN \ ZONING:

General Plan: The existing General Plan designation of the 13 properties are varied. Refer to Figure 2. Per the city's General Plan map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are designated as Office/Professional (OP). The MUD and OP designations permit the proposed project; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the development of the proposed project. The OP designation would be consistent with the OP properties located within the same block on the southeast portion of the project site.

Zoning: The 13 properties are located within the Downtown Corona Revitalization Specific Plan and have different zoning. Refer to Figure 3. Per the Specific Plan's land use map, the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the project site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District.

STAFF RECOMMENDATION:
The City's Staff, having undertaken and completed an initial study of this project in accordance with the City's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)", has concluded and recommends the following:

___ The proposed project could not have a significant effect on the environment. **Therefore, a NEGATIVE DECLARATION will be prepared.**

__ The proposed project could have a significant effect on the environment, however, the potentially significant effects have been analyzed and mitigated to below a level of significance pursuant to a previous EIR as identified in the Environmental Checklist attached. **Therefore, a NEGATIVE**

DECLARATION WILL BE PREPARED.

X The Initial Study identified potentially significant effects on the environment but revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to below a level of significance. **Therefore, a MITIGATED NEGATIVE DECLARATION will be prepared.**

___ The proposed project may have a significant effect on the environment. **Therefore, an ENVIRONMENTAL IMPACT REPORT is required.**

__ The proposed project may have a significant effect on the environment, however, a previous EIR has addressed only a portion of the effects identified as described in the Environmental Checklist discussion. As there are potentially significant effects that have not been mitigated to below significant levels, a **FOCUSED EIR will be prepared to evaluate only these effects.**

___ There is no evidence that the proposed project will have the potential for adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The following indicates the areas of concern that have been identified as "Potentially Significant Impact" or for which mitigation measures are proposed to reduce the impact to less than significant.

- ❑ Land Use Planning
- ❑ Population and Housing
- ❑ Geologic Problems
- ❑ Hydrology and Water Quality
- ✓ Air Quality
- ❑ Transportation / Traffic
- ✓ Biological Resources
- ❑ Mineral Resources
- ✓ Hazards / Hazardous Materials
- ✓ Noise
- ❑ Public Services
- ❑ Utilities
- ✓ Aesthetics
- ✓ Cultural Resources
- ❑ Agricultural Resources
- ❑ Greenhouse Gases
- ✓ Tribal Cultural Resources
- ❑ Mandatory Findings of Significance

Date Prepared: August 5, 2019 Prepared By: Sandra Yang, Senior Planner

Contact Person: Sandra Yang Phone: (951)279-3553

AGENCY DISTRIBUTION
(check all that apply)

_____ Responsible Agencies

_____ Trustee Agencies (CDFG, SLC, CDPR, UC)

_____ State Clearinghouse (CDFG, USFWS, Redev. Projects)

_____ AQMD

X _____ Pechanga

X _____ Soboba

_____ WQCB

X _____ Other: Gabrieleno/Tongva San Gabriel Band, Rincon, Torres Martinez Desert Cahuilla Indians, Santa Rosa

UTILITY DISTRIBUTION

_____ Southern California Edison

Southern California Edison
Adriana Mendoza-Ramos, Esq.
Region Manager, Local Public Affairs
1351 E. Francis St.
Ontario, CA 91761

Southern California Edison
Karen Cadavona
Third Party Environmental Review
2244 Walnut Grove Ave.
Quad 4C 472A
Rosemead, CA 91770

Note: This form represents an abbreviation of the complete Environmental Checklist found in the City of Corona CEQA Guidelines. Sources of reference information used to produce this checklist may be found in the City of Corona Community Development Department, 400 S. Vicentia Avenue, Corona, CA.

1. LAND USE AND PLANNING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with any land use plan/policy or agency regulation (general plan, specific plan, zoning)	☐	☐	☐	☒
b. Conflict with surrounding land uses	☐	☐	☐	☒
c. Physically divide established community	☐	☐	☒	☐

Discussion:

The project site is comprised of multiple properties (13) that have different General Plan designations and zoning. Per the city's General Plan map (Figure 2), the six properties located on the northern portion of the project site between Sixth Street and 7th Street are currently designated as Mixed Use: Downtown (MUD). The four properties located on the southwest portion of the project site abutting Sheridan Street are currently designated as Low Density Residential (LDR, 3-6 du/ac). The three properties located on the southeast portion of the project site are currently designated as Office Professional (OP). The MUD and OP designations permit the proposed medical office buildings; however, the LDR does not. Compliance with the General Plan is being addressed through the general plan amendment application, GPA2019-0001, which proposes to change the General Plan designation of the LDR properties to OP to allow for the medical office use and to be consistent with the OP properties that are located on the same block.

Per the Downtown Corona Revitalization Specific Plan's land use map (Figure 3), the six properties located on the northern portion of the project site between Sixth Street and Seventh Street are currently zoned Downtown. The four properties located on the southwest portion of the project site abutting Sheridan Street are currently zoned Single Family (SF). The three properties located on the southeast portion of the project site are currently zoned Community Services (CS). The medical office buildings are a permitted use in the Downtown and Community Services Districts, but not in the Single Family District. Compliance with the Specific Plan's land use map is being addressed through the specific plan amendment application, SP2019-0001, which proposes to change the zoning of the Single Family portion to Downtown to allow for the medical office use. Also, even though the proposed use is already permitted on the Community Services portion of the site, the amendment will also change the Community Services portion to Downtown. This would allow the entire project site to be developed under the same zoning and development standards of the Downtown District. Approval of the general plan and specific plan amendments would result in the project being in conformance with the city's General Plan and Specific Plan. This would result in no impacts and no mitigation would be required.

The project site is located in an urbanized part of the city. It is bounded to the north and northeast by Sixth Street and a tire shop, respectively. Located beyond Sixth Street to the north are existing retail and commercial service shops. To the west is Sheridan Street with a car dealership and six single family residences located on the other side. To the east is Belle Avenue with a medical clinic and the Corona Public Library located on the other side. To the south is a parking lot which serves the Corona Regional Medical Center located at 800 S. Main Street. The project site expands across two blocks that are zoned primarily for commercial and office use. The surrounding uses that are located on the same side of Sheridan Street as the project site consist of commercial and medical buildings, a hospital, parking lots, a library, and other quasi-public type uses. Therefore, rezoning and developing the project site to accommodate medical office buildings would be a logical continuation of the existing surrounding land uses. This would result in a less than significant impact and no mitigation is required.

2. POPULATION AND HOUSING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial growth	☐	☐	☐	☒
b. Displace substantial numbers of existing housing or people	☐	☐	☐	☒

Discussion:

The project site is comprised primarily of vacant undeveloped land. Only a portion of the project site is currently developed for a parking lot for the Corona Public Library. As the project is for two medical office buildings and there are no existing residences on the project site, development of the proposed project would not induce substantial growth or displace housing or people. No impacts are expected, and no mitigation is required.

3. GEOLOGIC PROBLEMS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fault /seismic failures (Alquist-Priolo zone) /Landslide/Liquefaction	☐	☐	☒	☐
b. Grading of more than 100 cubic yards	☐	☐	☒	☐
c. Grading in areas over 10% slope	☐	☐	☐	☒
d. Substantial erosion or loss of topsoil	☐	☐	☐	☒
e. Unstable soil conditions from grading	☐	☐	☐	☒
f. Expansive soils	☐	☐	☒	☐

Discussion:

A preliminary geotechnical investigation report was prepared for the project by GMU Geotechnical, Inc. (October 5, 2018) to evaluate the subsurface conditions at the project site for the purpose of making geotechnical recommendations related to the design and construction of the proposed medical office buildings. Per the geotechnical investigation report, the project site is relatively flat with a gentle slope descending to the northwest towards Sixth Street. As the site is comprised of multiple properties, portion of the site contains vegetation, asphalt parking lot, and gravel parking lot. GMU drilled 11 holes to a maximum depth of 51.5 feet below the existing ground surface to determine the subsurface geologic and groundwater conditions and to obtain bulk and drive samples for geotechnical testing. Based on the soils test, the site contains alluvia fan deposits overlain by artificial fill. The alluvial fan deposits were observed throughout the 51.5-foot depth. Artificial fill was encountered within two of the drill holes at depths of approximately 1.5 to 2 feet. However, based on previous site conditions observed from historic aerial photographs, the depth of existing artificial fill could vary across the site and may be as thick as 5 feet.

Groundwater was not encountered during the drilling. A separate research performed for the site indicates that groundwater is situated at a depth of approximately 90 feet from the existing ground surface and may vary across the site due to stratigraphic and hydrologic conditions but is not expected to impact development of the site. Therefore, no impacts are expected.

The site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known active faults are in the area of the project site. The nearest active faults are the Chino and Elsinore fault systems, which are located approximately 2.1 and 3.4 miles from the site, respectively, and are capable of generating a maximum earthquake magnitude of 6.8 and 7.8, respectively. Given the site's proximity to these and other active and potentially active faults, the site will likely be subject to earthquake ground motions in the future. The project will be subject to city and county local codes, the latest California Building Code (CBC), and the engineering recommendations in the project's geotechnical investigation report. Therefore, any potential impacts related to fault/seismic failures would be reduced to a less than significant impact and no further mitigation would be necessary.

The site is not located in a zone that requires investigation for liquefaction. In addition, based on the soils encountered at the site, GMU opines that the liquefaction potential at the site is low. No impacts are expected from liquefaction.

Based on GMU's review of available geologic maps, literature, topographic maps, aerial photographs, and soils evaluation, the potential for landslides to occur at the site is considered negligible. No impacts are expected as it pertains to landslides.

The soils encountered at the site exhibit a medium to high expansion potential. As such, GMU recommends using a high expansion potential in the design of the structures. Compliance with the recommendations in the geotechnical investigation report would reduce potential impacts to less than significant and no mitigation is required.

Development of the site would involve grading of more than 100 cubic yards. There would also be grading in areas with greater than 10 percent slopes. Adherence to the city's grading regulations and the grading specifications identified in the geotechnical investigation report would ensure a less than significant impact would occur and no further investigation would be required.

4. HYDROLOGY AND WATER QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than significant Impact	No Impact
a. Violate water quality standards/waste discharge requirements	☐	☐	☒	☐
b. Deplete groundwater supplies	☐	☐	☐	☒
c. Alter existing drainage pattern	☐	☐	☒	☐
d. Increase flooding hazard	☐	☐	☐	☒
e. Degrade surface or ground water quality	☐	☐	☒	☐
f. Within 100-year flood hazard area	☐	☐	☐	☒
g. Increase exposure to flooding	☐	☐	☐	☒
h. Exceed capacity of storm water drainage system	☐	☐	☒	☐

Discussion:

Per the project's hydrology report (Fuscoe Engineering, July 2019), the site currently drains from the southeast corner of the project site to the northwest corner. For the existing Corona Public Library parking lot, runoff surface flows toward curb and gutter and ultimately to Belle Avenue. The existing streets surrounding the project site do not have any existing catch basin inlets to capture any of the surface runoff from the project site. There are also no underground drainage lines to carry runoff to the city's public storm drain system. Development of the proposed project would alter the existing drainage pattern onsite. The project will be designed to match the historic drainage pattern flow of the existing conditions. The prosed drainage for the project will have storm water runoff surface flow towards the northwest corner near the intersection of Sixth Street and Sheridan Street which will then travel west down Sixth Street and Seventh Street till they join with a public storm drain line on Merrill Street. Low flows will be collected to one of two on-site underground infiltration galleries via pervious pavement proposed within the parking lot. Flow through planter areas in the landscape medians will be used as a water quality method for treating runoffs. Overall, the project will not adversely affect the downstream facilities or neighborhood and will reduce the impact on the existing infrastructure. Therefore, no mitigation is required.

Development of the project site would increase the area of impermeable surface paving which will result in an increase in surface runoff. The applicant has submitted a preliminary Water Quality Management Plan (WQMP) prepared by Fuscoe Engineering (September 17, 2018) to ensure that the project addresses potential water quality impacts. The applicant will be required to implement on site the Best Management Practices (BMPs) identified in the preliminary WQMP to minimize pollutant runoff into the City's storm water drainage system. These include maintaining and periodically repainting or replacing inlet markings, providing regular maintenance of the landscaping, and sweeping sidewalks and parking areas regularly and to prevent accumulation of litter and debris. Prior to issuance of a grading permit, the applicant will be required to submit a final WQMP to be reviewed by the Corona Public Works Department. This will result in a less than significant impact to water quality and therefore, no further mitigation is required.

According the project's geotechnical investigation report (GMU, October 5, 2018), review of Riverside County FEMA Flood Insurance Rate Map indicates that the site is located within "Zone X", an area of 0.2% annual chance flood, 1% annual chance flood with average depths of less than one foot or with drainage areas less than one square mile, and protected by levees from 1% annual chance flood. The potential for the site to be adversely impacted by significant flooding is considered low. Additionally, the project site is not located within the 100-year flood hazard area. Development of the project site will not result in a flooding hazard nor will it expose the site and surrounding area to flooding. Therefore, no impacts are anticipated with respect to flooding and no mitigation is required.

5. AIR QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with air quality plan	☐	☒	☐	☐
b. Violate air quality standard	☐	☒	☐	☐
c. Net increase of any criteria pollutant	☐	☒	☐	☐
d. Expose sensitive receptors to pollutants	☐	☒	☐	☐
e. Create objectionable odors	☐	☐	☒	☐

Discussion:

The project site is located within the South Coast Air Basin, an area covering approximately 6,745 square miles and bounded by the Pacific Ocean to the west and south and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. Air quality within the Basin is regulated by the SCAQMD which is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the Basin is in nonattainment. The project would be subject to SCAQMD's Air Quality Management Plan (AQMP), which contains a comprehensive list of pollution control strategies directed at reducing emissions and achieving ambient air quality standards. The AQMP is based on projections originating with county and city general plans. Since the proposed project is required to be consistent with the City of Corona General Plan, the project would be consistent with the AQMP. Therefore, no impacts would occur with respect to AQMP implementation, and no mitigation measures are required.

An air quality study was prepared for the project by RK Engineering (February 28, 2019) to analyze potential air impacts associated with the proposed project. Emissions were calculated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2, which was the latest version available at the time of the preparation of the report. The CalEEMod is a computer model approved by the South Coast Air Quality Management District (SCAQMD) to calculate criteria pollutant emissions. The following discusses the project's compliance to air quality plans and potential short-term and long-term air quality impacts.

Construction (Short-term) Emissions Impacts

Short-term air impacts include construction related activities associated with the proposed project. These activities would result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$ which have regional significance thresholds established by the SCAQMD. Any project with daily regional emissions that exceed any of the regulated thresholds should be considered as having an individually and cumulatively significant air quality impact. It is anticipated that construction of the project would be completed in approximately 12 months. During construction, the project is expected to comply with the regulatory construction requirements under the SCAQMD Rules which include but are not limited to Rule 1403 (Asbestos), Rule 1113 (Architectural Coatings), and Rule 403 (Fugitive Dust). The project's estimated maximum daily construction emissions are summarized below in Table 5-A. As shown, emissions resulting from project construction would not exceed the SCAQMD regional thresholds of significance for regulated pollutants. Therefore, a less than significant impact would occur and no mitigation is required.

TABLE 5-A
Estimated Construction Maximum Daily Air Pollutant Emissions (lbs/day)

Construction Phase	Maximum Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_2**	**PM_{10}**	**$PM_{2.5}$**
Maximum Daily Emissions during Summer or Winter (includes both on-site and off-site project emissions)	32.79	45.64	22.86	0.06	9.50	6.05
SCAQMD Thresholds	75	100	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Construction Related Localized Emissions

The project's air quality study also included a construction related localized emissions impact analysis. SCAQMD established Localized Significance Thresholds (LSTs) to show whether a proposed project would cause or contribute to localized air quality impacts at the nearest sensitive receptor. Sensitive receptors include residences, schools, hospitals, and similar uses

that are sensitive to adverse air quality. For this project, the nearest sensitive receptors include residential properties located approximately 60 feet to the west and a hospital (Corona Regional Medical Center) located approximately 100 feet to the south. LSTs take into account the size of the project and a project's distance to the sensitive receptor, and apply only to NO_X, CO, PM_{10}, and $PM_{2.5}$. Tables 5-B and 5-C show the project's construction emission rates with and without implementation of **Mitigation Measure 1**. With implementation of **Mitigation Measure 1**, the project would not exceed the SCAQMD's Localized Significance Thresholds (LSTs) established for sensitive receptors located 25 meters from the project site if **Mitigation Measure 1** is implemented. Therefore, compliance with **Mitigation Measure 1** would reduce impacts to less than significant. Note that Tables 5-B and 5-C assume that the project would be implementing standard SCAQMD rules and requirements for fugitive dust control.

TABLE 5-B
Unmitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	45.57	22.06	9.30	6.0
SCAQMD Threshold	216.88	1,335,8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**Yes**	**No**

TABLE 5-C
Mitigated Construction LST Impacts

Construction Phase	Maximum Emissions (lbs/day)			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Maximum On-site Emissions	28.35	23.28	6.92	3.81
SCAQMD Threshold	216.88	1,335.8	9.0	6.3
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction Related Diesel Particulate Matter

The greatest potential for toxic air contaminant emissions from the project would be related to diesel particulate matter (DPM) emissions associated with heavy diesel equipment used during construction. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk" which is the likelihood that a person exposed to concentrations of toxic air contaminants over a 30-year lifetime will contract cancer based on the use of standard risk-assessment methodology. As shown in Table 5-B, construction-based particulate matter (PM) emissions including diesel exhaust emissions have the potential to exceed local emissions levels. Therefore, the project is required to implement **Mitigation Measure 1** to reduce particulate matter (PM) from diesel exhaust. The project shall also implement the best available pollution control strategies to minimize potential health risks, which are listed under **Mitigation Measure 2.** Compliance with **Mitigation Measures 1 and 2** would reduce impacts related to DMP to less than significant.

Operational (Long-term) Emissions Impacts

Long-term operational activities associated with the proposed project will result in emissions of VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$. Operational emissions would be expected from energy sources (electricity consumption), mobile sources (vehicle trips), and area sources (landscape equipment and architectural coating emissions). As shown in Table 5-D, the project's expected daily long-term emissions would not exceed the SCAQMD thresholds for VOC, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$. Therefore, this would be less than significant and no mitigation is required.

TABLE 5-D
Project Operational Emissions

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Total Emissions From Mobile, Energy, and Area Sources	4.89	9.55	40.79	0.13	11.26	3.06
SCAQMD Thresholds	55	55	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Operational Related Localized Emissions

Table 5-E shows the localized operational emissions and compares the results to SCAQMD LST thresholds of significance. As shown in Table 5-E, the emissions will be below the SCAQMD thresholds of significance for localized operational emissions. The project will result in less than significant localized operational emissions impacts and no mitigation is required.

TABLE 5-E
Operational LST Impacts

LST Pollutants	Maximum Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum On-site Emissions	0.53	2.12	0.6	0.2
SCAQMD Threshold	216.88	1,335.8	2.4	1.8
Threshold Exceeded?	**No**	**No**	**No**	**No**

Construction and Operational Related Odors
Land uses generally associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting operations, refineries, landfills, dairies, fiberglass molding facilities. The project does not contain land uses associated with emitting objectionable odors. Potential odor sources associated with the proposed project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities. However, these activities would be temporary, short-term, and intermittent in nature and would cease upon completion of the project's construction phase. Other potential odor sources associated with the project include the temporary storage of typical solid waste (refuse) associated with the project's long-term operational uses. However, it is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the project's construction and operations would be less than significant and no mitigation would be required.

Operational Related Toxic Air Contaminants
The proposed medical office use is not considered a typical source of significant toxic air contaminants (TAC). A TAC is defined as air pollutants that may cause or contribute to an increase in mortality or serious illness, or which may pose a hazard to human health, and for which there is no concentration that does not present some risk. The primary source of TACs from non-industrial land use development projects would include diesel particulate matter (DPM) generated from diesel exhaust emissions. The medical office use may attract some light-heavy trucks for shipping and delivery purposes, but would not be a truck intensive use that would generate a significant amount of DPM. Based on the project's trip generation taken from the project's Traffic Impact Analysis (RK Engineering Group, December 2018), the project is expected to generate a maximum of 30 heavy truck trips per day.

According to SCAQMD, any project that has the potential to expose the public to toxic air contaminants in excess of the following thresholds would be considered to have a significant air quality impact:

- If the maximum incremental cancer risk is 10 in one million or greater; or
- Toxic air contaminants from the proposed project would result in a Hazard Index increase of 1 or greater.

Based on the project's trip generation, it is not expected that the project would result in significant incremental increases in potential cancer risks to surrounding sensitive receptors. This is considered a less than significant impact and no mitigation is required.

CO Hot Spots Emissions
A CO hot spot is a localized concentration of carbon monoxide (CO) that is above the state one-hour standard of 20 ppm (parts per million) or the eight-hour standard of 9 ppm. When the 1993 CEQA Air Quality Handbook was published, the South Coast Air Basin which includes the project site was designated nonattainment, and so CO hot spot analyses were required to be performed to ensure that development did not exacerbate an existing problem. Since that time, the South Coast Air Basin has achieved attainment status and the potential for hot spots caused by vehicular traffic congestion has been greatly reduced. In fact, the SCAQMP Air Quality Management Plan found that peak CO concentrations were primarily the result of unusual meteorological and topographical conditions, not traffic congestion. Additionally, the 2003 SCAQMD Air Quality Management Plan found that, at the four of the busiest intersections in the South Coast Air Basin, there were no CO hot spots concentrations. Furthermore, the project's Traffic Impact Analysis found that traffic generated by the project would not cause significant adverse impacts. Therefore, it is reasonable to conclude that the project would not significantly increase traffic congestion in the vicinity of the site that would lead to the formation of CO hot spots. This is considered a less than significant impact and no mitigation is required.

Mitigation Measures

1. Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.

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2. In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks:
    a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
    b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors.
    c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
    d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

6. TRANSPORTATION/TRAFFIC:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system	☐	☐	☐	☒
b. Conflict of be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☐	☒
c. Increase the total daily vehicle miles traveled per service population (population plus employment) (VMT/SP) above the baseline level for the jurisdiction	☐	☐	☐	☒
d. Cause total daily VMT within the study area to be higher than the No Project alternative under cumulative conditions	☐	☐	☐	☒
e. Change in air traffic patterns	☐	☐	☐	☒
f. Traffic hazards from design features	☐	☐	☐	☒
g. Emergency access	☐	☐	☐	☒
h. Conflict with alternative transportation policies	☐	☐	☐	☒

Discussion:

Senate Bill (SB) 743 was passed by the California State Legislature and signed into law in 2013 requiring public agencies to analyze a project's potential traffic impact on the environment using vehicle miles traveled (VMT) instead of level of service (LOS) when evaluating for CEQA compliance. Section 15064.3 of the 2019 CEQA Guidelines provide the criteria for analyzing transportation impacts of projects when measuring vehicle miles traveled. On May 1, 2019, the City of Corona adopted updates to the city's Local Guidelines For Implementing CEQA which incorporated the provisions of Section 15064.3. The city also has a draft memorandum regarding VMT Analysis Guidelines prepared for Fehr & Peers dated January 11, 2019 which establishes the methodologies for analyzing VMTs. A separate memorandum prepared by Fehr & Peers dated March 27, 2019 establishes that VMT should be analyzed under two scenarios – a baseline year and at buildout which is year 2040. Furthermore, under the VMT Analysis Guidelines, a significant impact would occur if either condition below is met:

- **Project Level Impact**: The buildout of the project increases the total daily VMT per service population (VMT/SP) above the baseline level (year 2017) for the city.
- **Cumulative Effect on VMT**: The buildout of the project causes total daily VMT/SP within the city to be higher than the no-project alternative under cumulative conditions at buildout (year 2040).

The city's established VMT thresholds are based on a 2017 baseline year and at buildout year 2040:

- 2017 Baseline Year – 30.2 VMT/SP
- 2040 Buildout Year – 32.6 VMT/SP

Per the state's Office of Planning and Research Technical Advisory On Evaluating Transportation Impacts in CEQA, certain projects can be screened from being required to conduct a VMT assessment as these types of projects are expected to cause a less than significant impact. These projects include the following:

- Projects that generate less than 110 daily trips.
- Local serving retail less than 50,000 square feet.

- Local serving schools.
- Development in a Transit Priority Area and consistent with the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).
- Development in a low VMT generating area, consistent with the RTP/SCS, and consistent with development currently in that zone.

The project site is located within Corona's Transit Priority Area (TPA) which consists of the areas located approximately within one mile north and south of State Route 91 from approximately Serfas Club Drive to the eastern limits of the city boundaryline. The city's TPA consists of the Metrolink Rail line and RTA bus route on Sixth Street. As such, the Public Works Department did not require a VMT analysis to be prepared for the proposed project. This would be a less than significant impact and no mitigation pertaining to VMT is warranted.

Traffic Impact Analysis

Although the city's CEQA checklist no longer considers level of service or LOS as a means of determining a significant effect on the environment, the city still uses LOS to determine if an applicant's project needs to construct certain circulation improvements or participate in the fair share cost toward the construction of future circulation improvements. Circulation improvements, if required, would be added as a condition of approval for the project. A Traffic Impact Analysis (TIA) was prepared for the project by RK Engineering Group (December 20, 2018, and updated August 21, 2019) to evaluate the project's potential traffic impact in terms of LOS to the surrounding area. Per the General Plan, the acceptable LOS for intersections within the City of Corona is LOS C or better for local intersections in residential/industrial areas, and LOS D or better for collector and arterial intersections.

The project is anticipated to open in year 2020 and is expected to generate approximately 2,050 average daily trips with approximately 164 trips during the AM peak hour, and approximately 204 trips during the PM peak hour.

Access into the project site is planned to be provided via four unsignalized driveways:

- One full-access driveway on Sheridan Street;
- One right-in/right-out driveway along Sixth Street;
- Two full-access driveways on Belle Avenue.

The following street intersections were studied in the TIA because of their proximity to the project site:

1. W. Grand Blvd. / W. Sixth St.
2. Sheridan St. / W. Sixth St.
3. Belle Ave. / W. Sixth St.
4. S. Main St. / Sixth St.
5. S. Main St. / Eighth St.
6. S. Main St. / Ninth St.
7. Sheridan St. / Project Driveway 1
8. Project Driveway 2 / W. Sixth St.
9. Belle Ave. / Project Driveway 3
10. Belle Ave. / Seventh St – Project Driveway 3
11. Sheridan St. / Seventh St.

The following street segments were studied in the TIA because of their proximity to the project site:

1. W. Sixth St., from W. Grand Blvd. to Main St.
2. S. Main St., from Sixth St. to Ninth St.
3. Sheridan St., from W. Sixth St. to Ninth St.
4. W. Ninth St., from Sheridan St.to S. Main St.
5. S. Belle Ave., from W. Sixth St. to Eighth St.
6. W. Eighth St., from Belle Ave. to S. Main St.

The TIA evaluated traffic conditions under the following scenarios:

- Existing Conditions (2018)
- Existing Plus Project Conditions (2018)
- Project Opening Year (2020) with Background Traffic
- Project Opening Year (2020) with Background Traffic and Proposed Project
- Build-out Year (2040) with Background Traffic

- Built-out Year (2040) with Background Traffic and Proposed Project

Existing Conditions (2018): Per the TIA, all study intersections are currently operating at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Existing Plus Project Conditions (2018): This scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours.

Project Opening year (2020) with Background Traffic Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (2.5% total) to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Project Opening year (2020) with Background Traffic Conditions and Proposed Project Conditions: For this scenario, a conservative annual grow rate of 2 percent was applied to the existing traffic volumes over a two-year period (4% total) to account for area wide/ambient growth. In addition, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue was removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions: For both 2040 scenarios, since the project area is projected to experience a more practical annual grow rate of 1.25% as opposed to a 2% annual growth rate, a 1.25% annual growth rate was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Buildout Year (2040) with Background Traffic Conditions and Proposed Project Conditions: The more practical annual grow rate of 1.25% was applied to the existing traffic volumes over a 22-year period to account for area wide/ambient growth for this scenario. Also, this scenario assumes that Seventh Street from Sheridan Street to Belle Avenue will be removed as planned to accommodate the project and as such, traffic from Seventh Street has been redistributed accordingly throughout the study area roadway network. Per the TIA, all study intersections are expected to continue to operate at an acceptable level of service (LOS D or better) during the AM and PM peak hours under this scenario.

Because the studied intersections are expected to continue to operate at acceptable levels of service, no additional circulation improvements are required by the applicant.

Roadway Segments: All studied roadway segments are expected to be operating at acceptable levels of service (LOD C or better), with the exception of the following two segments:

1. W. Sixth St., from W. Grand Blvd. to Main St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.
2. S. Main St., from Sixth St. to Ninth St. – forecast to operate deficiently at Buildout Year 2040 without and with Project conditions.

Therefore, to determine the true deficiency of these two roadway segments at Buildout Year with the Project conditions, an analysis was done using peak hours. The TIA indicates that the impacted roadway segments would be operating at LOS A in the peak hours in year 2040 with the project. Therefore, the project is not considered to have an impact on this roadway segment.

7. BIOLOGICAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Endangered or threatened species/habitat	☐	☐	☒	☐
b. Riparian habitat or sensitive natural community	☐	☐	☐	☒
c. Adversely affects federally protected wetlands	☐	☐	☐	☒
d. Interferes with wildlife corridors or migratory species	☐	☐	☐	☒
e. Conflicts with local biological resource policies or ordinances	☐	☐	☒	☐
f. Conflicts with any habitat conservation plan	☐	☐	☒	☐

Discussion:

A biological survey was conducted for the project by ECORP Consulting, Inc. (December 18, 2018) to demonstrate the project's compliance with local, state, and federal regulations regarding listed, protected, and sensitive species. The survey was conducted in accordance with the Multiple Species Habitat Conservation Plan (MSHCP) which is a habitat conservation plan for Western Riverside County that identifies land to be preserved for habitat for threatened, endangered or key sensitive populations of plant and wildlife species. The site is located within the boundaries of the MSCHP; however, it is not located within a cell group or criteria cell of the MSCHP. It is also not located within an area requiring a survey for amphibians, criteria area species survey, mammal survey, narrow endemic plants, or burrowing owls. The project site is not located in any United States Fish and Wildlife designated critical habitat. There are no jurisdictional features, hydric soils, or wetlands on the project site. No scalebroom weed were identified on the site. No burrowing owls or suitable habitat were observed on the site. However, potential nesting habitat for migratory birds and raptors protected by the Migratory Bird Treaty Act and California Fish and Game Code was present within a large olive and eucalyptus tree located in the parkways adjacent to Sheridan and Sixth Streets and within ornamental trees and shrubs located in the paved library parking lot. Raptors breed between February and August, and songbirds and other passerines nest between March and August. If construction of the project occurs during the bird breeding season (February 1 through August 31), ground disturbing construction activities could directly affect birds protected by the MBTA and their nests through the removal of habitat on the project site, and indirectly through increased noise, vibrations, and increased human activity. Compliance with Mitigation Measure 3 would reduce impacts to less than significant.

The project site will not interfere with wildlife corridors because the project site is highly disturbed and surrounded by development on all sides. Therefore, it does not provide movement opportunities for wildlife. The site is also isolated from larger, contiguous blocks of native habitat. Therefore, there is no impact and no mitigation is required.

Mitigation Measures

3. If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.

8. MINERAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Loss of mineral resource or recovery site	☐	☐	☐	☒

Discussion:

Per Figure 4.5-7 of the General Plan Technical Background Report, the project site does not contain mineral resources. Therefore, the project does not impact mineral resources, and no mitigation is warranted.

9. HAZARDS AND HAZARDOUS MATERIALS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Transport, use or disposal of hazardous materials	☐	☐	☒	☐
b. Risk of accidental release of hazardous materials	☐	☒	☐	☐
c. Hazardous materials/emissions within ¼ mile of existing or proposed school	☐	☐	☐	☒
d. Located on hazardous materials site	☐	☒	☐	☐
e. Conflict with Airport land use plan	☐	☐	☐	☒
f. Impair emergency response plans	☐	☐	☐	☒
g. Increase risk of wildland fires	☐	☐	☐	☒

Discussion:

A Phase I Environmental Site Assessment (ESA) was prepared for the project site by TGE Resources, Inc. (January 11, 2019) to evaluate the physical conditions of the project site and to uncover any hazardous wastes that may have previously been used, treated, stored, or disposed on the project site. Based on the Phase I ESA, the northern portion of the project site by Sixth Street was occupied by a commercial building, auto sales business, and service station in the 1920s. The middle and southern portions were previously developed for residential use since 1900. In the 1960s, the northern portion was occupied by the California State Guard and a service station. By the early 1960s, the northern portion was occupied by a furniture store and warehouse. By the mid 1990s, the eastern portion was converted from residential use to the Corona Library parking lot. Between the mid 1990s and 2010, the commercial structures on the northern portion and the residential structures on the rest of the project site were removed from the site. Due to the previous service station use on the project site and the adjacent tire retail and installation shop to the east, the Phase I ESA recommended a Phase II ESA to investigate the site for the actual presence of hazardous substances.

A Limited Phase II ESA was prepared (TGE Resources, March 6, 2019) to analyze the soils on site. Sample soils were collected from the site for analysis which showed the presence of a RCRA metal (lead) along the northeastern property boundary, which constitutes a REC for the site. In addition, the VOC 1,4-dioane is present in soil vapor within the northern of the site, which was the historical location of a gasoline station from the late 1920s through at least the early 1950s, with final disposition of fuel systems (tanks and ancillary product lines) unknown. Given this unknown outcome, this VOC is soil vapor is a confirmed REC for the site. The Limited Phase II ESA recommended further assessment of the soils. As such, a supplemental Limited Phase II ESA was prepared (May 24, 2019) to quantify (laterally and vertically delineate) the previously documented surface soil source areas for regulated concentrations of RCRA metal lead and to analyze the soil characterization in areas slated for excavation/disturbance during the development of the site. Soils were taken from various locations within the project site. A total 27 soil borings were made. The soil samples collected from the borings reported lead at concentrations ranging form 5.92 mg/kg to 752 mg/kg. Additionally, are composite samples reported arsenic at concentrations ranging form 4.93 mg/kg to 9.69 mg/kg. These concentrations exceed the DTSC (Department of Toxic Substance Control) residential and commercial recommended screening levels for lead and arsenic. Gasoline Range Organics (GRO) were also detected in the soil samples.

Potential surface soil exposure is limited in that the majority of the project site will be capped by concrete building foundations and asphalt driveway/parking areas associated with the proposed development. Additionally, in conjunction with site development, the disposal of nonhazardous concentrations of RCRA metal (arsenic and lead) impacted surface soil (deemed geotechnically unsuitable for construction) will occur via excavation and trans port to a regulated/licensed disposal facility. There is potential for construction workers to engage in invasive activities such as excavating, grading, trenching, utility installation, and/or landscaping will encounter slightly elevated levels of lead and arsenic impacted soil during the construction of the site. Given the presence of the soil being impacted by RCRA metals (arsenic and lead) and ORO (gasoline range organics), the Phase II ESA recommended that the developer report the findings to the DTSC and Riverside County Environmental Health Department for review and determination of interest in possible case management. In addition, the developer should prepare and implement a soil management plan to ensure use of appropriate worker protection and proper management/disposal of the contaminated soils. Compliance with these mitigation measures (**Mitigation Measures 4-5**) would reduce impacts to less than significant.

The nearest schools to the project site are Jefferson Elementary School and Corona Fundamental Intermediate School which are located less than one-half mile from the project site. The schools are separated from the project site by developed

residential and commercial properties. Development of the proposed project on the site would not include any activities that would result in hazardous emissions. It also does not include the handling of hazardous materials, substances, or waste in a manner that could result in toxic emissions. Therefore, this would be a non-issue and no mitigation would be required.

The project site is not located in proximity to the Cleveland National Forest nor is it considered an area that can be described as a wildland area. The project site is an infill site located within an urbanized area. Due to the urbanized nature of the surrounding area, the proposed development would not be considered at high risk for fire hazards. Furthermore, all development within the City of Corona is required to comply with all fire code requirements associated with adequate fire access, fire flows, and number of hydrants. Therefore, the project would have no impact and no mitigation is required.

The nearest airport to the project site is the Corona Municipal Airport, located approximately 2.0 miles northwest of the project site. Based on the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not within any identified safety or compatibility zone and therefore, does not conflict with the ALUCP and no mitigation is warranted.

Mitigation Measures

4. Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.

5. Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.

10. NOISE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed noise level standards	☐	☐	☐	☐
b. Exposure to excessive noise levels/vibrations	☐	☐	☐	☐
c. Permanent increase in ambient noise levels	☐	☐	☐	☐
d. Temporary increase in ambient noise levels	☐	☐	☐	☐
e. Conflict with Airport Land Use Plan noise contours	☐	☐	☐	☐

Discussion:

A noise analysis was prepared for the project by RK Engineering (August 16, 2018) to evaluate the potential noise and vibration impacts associated with development of the project. The following discusses the findings of the analysis.

Short-term Noise Impacts (Construction)
Short-term noise exposure would include noise during construction. This would come from using heavy machinery during grading and clearing of the site as well as during construction and paving of the project. The nearest sensitive receptors are existing residential properties located approximately 60 feet west of the project site. Noise associated with construction of the site is expected to reach up to 83 dBA measured at the residential properties. Located to the east of the project site is the Corona Public Library and an urgent care facility. The library and urgent care buildings are approximately 250 and 146 feet, respectively, from the project site. Noise associated with construction of the site is expected to reach up to 74.6 dBA measured at the urgent care and library building facades. Located to the south of the project site is the Corona Regional Medical Center (hospital). The hospital building is approximately 240 feet from the project site. Noise associated with construction of the site is expected to reach up to 72.1 dBA measured at the hospital building façade. Design features are recommended by the noise analysis which would reduce impacts to less than significant. These are shown as **Mitigation Measures 6-10**.

Construction Vibration
Construction of the project will not require the use of vibration inducing equipment such as pile divers or blasting. The main source of vibration impacts would be from jack hammering activity during demolition, bulldozer activity during site preparation and grading, and loading trucks during excavation. The worst-case vibratory impact from the site at the residential structures to the west is estimated to be 0.034 PPV (peak particle velocity inches/second). The annoyance potential of vibration from construction activities would be barely perceptible and no potential damage would be expected to the residential structures and commercial buildings in the nearby vicinity.

Long-term Noise Impacts

The main sources of potential noise impacts from the project would include on-site stationary noise impacts from the rooftop HVAC units, trash truck/loading activities and parking lot noise. Noise levels were measured at the nearest sensitive receptors which are the residential properties to the west of the project site and the urgent care and library to the east of the project site. Per the noise analysis, the noise level generated by the project would be within the allowable limits of the Corona Municipal Code noise standards for stationary noise. Table 10-A shows the project's noise levels at each sensitive receptor location.

Table 10-A
Stationary Noise Impact Analysis

Source	Noise Level (dBA)					
	Leq	Lmax	L_2 (1 min)	L_8 (5 min)	L_{25} (15 min	L_{50} (30 min)
Combined Project Noise Levels (Rooftop HVAC units, trash truck activities, and parking lot noise)	53.9	69.6	64.0	55.0	51.7	50.8
City of Corona Exterior Noise Standard for Daytime (7:00 AM to 10:00 PM)	55.0	75.0	70.0	65.0	60.0	55.0
Exceed Noise Level Standard?	**No**	**No**	**No**	**No**	**No**	**No**

Traffic Source Noise

Traffic noise along Sixth Street, Sheridan Street, and Belle Avenue will be the main source of noise impacting the project site. Traffic noise is analyzed to determine the project's noise/land use compatibility setting. Per the noise analysis, the estimated noise levels at the project site will range from approximately 76.4 dBA CNEL for areas near the north of the site facing Sixth Street to 59.8 dBA CNEL towards the southern portion of the site facing Sheridan Street. As such, traffic noise have the potential to exceed the city's Transportation Noise Source Standard of 65 CNEL for exterior areas on the project site. However, since the project does not have habitat exterior areas, only interior areas would need to meet the 65 CNEL standard. Design features (**Mitigation Measures 11-15)** are recommended by the noise analysis which reduce the interior noise levels within the buildings to meet the city's Transportation Noise Source Standard of 45 CNEL for interior areas. This would reduce impacts to less than significant.

Mitigation Measures

6. Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.

7. No impact pile driving activities shall be allowed on the project site.

8. During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.

9. Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.

10. Obtain a construction work permit from the City of Corona prior to starting construction.

11. All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.

12. Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.

13. Limit engine idling time for all trucks to 5 minutes or less.

14. A "windows closed" condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).

15. Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL.

11. PUBLIC SERVICES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection	☐	☐	☐	☐
b. Police protection	☐	☐	☐	☐
c. Schools	☐	☐	☐	☐
d. Parks & recreation facilities	☐	☐	☐	☐
e. Other public facilities or services	☐	☐	☐	☐

Discussion:

Development of the project site will potentially impact existing schools and city services, such as streets, police and fire services, parks and library services. Therefore, in order to upgrade and finance existing and proposed public facilities, the developer is required to pay the applicable adopted development impact fees that are in effect at the time of issuance of building permits, and construct necessary facilities, if any. This is enforced by city ordinance (CMC Chapter 16.23); therefore, no additional mitigation is warranted with respect to impacts on city and public services.

12. UTILITIES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed wastewater treatment requirements	☐	☐	☒	☐
b. Involve construction/expansion of water or wastewater treatment facilities	☐	☐	☒	☐
c. Involve construction/expansion of storm drains	☐	☐	☒	☐
d. Sufficient water supplies/compliance with Urban Water Management Plan.	☐	☐	☒	☐
e. Adequate wastewater treatment capacity	☐	☐	☒	☐
f. Adequate landfill capacity	☐	☐	☒	☐
g. Comply with solid waste regulations	☐	☐	☐	☒

Discussion:

As required for all projects by the City's Department of Water and Power (DWP), the project is required to construct or guarantee the construction of all necessary public water and sewer facilities needed to serve the project. All water and sewer facilities are required to be designed per the standards of the DWP and Riverside County Department of Health Services and will be reviewed by the DWP during the plan check process. This would reduce the impacts to less than a significant level and therefore, no further mitigation would be required.

The installation of impermeable surfaces, such as buildings and pavement, generally increases the velocity and volume of surface runoff. As runoff flows over lawns, gardens, sidewalks, and streets, it carries off pollutants such as automobile oil and antifreeze, pesticides, pet waste, and litter into the storm drain system. The storm drain system collects water from the streets and transports it directly or indirectly to local water supplies and nearby waterways where it is typically not filtered or treated. The project will be designed to include two onsite underground infiltration galleries covered by pervious pavement constructed within the parking lot to capture additional runoff created by the proposed project. The project is required to adhere to storm drainage requirements found within the NPDES permit process as well as provisions required by the Public Works Department. Since the proposed project would be required to adhere to NPDES permit requirements and City of Corona storm water provisions, impacts associated with this issue are considered to be less than significant and no mitigation would be required.

Waste Management (WM) is contracted by the City of Corona as the sole hauler of solid waste and provider of recycling services. WM provides refuse collection to residential, commercial, and industrial customers. Based on the solid waste generation identified in Table 12-A, the proposed commercial project would generate approximately 0.38 tons/day of solid waste. Solid waste from the project would be transported to the El Sobrante landfill located at 10910 Dawson Canyon in Corona. The El Sobrante landfill accepts a maximum 16,054 tons of waste per day and has a remaining capacity of 145,530,000 tons and an estimated closure date of 2045 (http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0217/Detail/).

TABLE 12-A
Project Solid Waste Projections

Proposed use	Square foot	Solid Waste Generation Factor	Project Solid Waste Generated (tons/year)
Commercial	58,900 s.f.	0.0024 tons/sf/year[1]	141.36
		TOTAL (tons/year)	**141.36**
		TOTAL (tons/day)	**0.38**

1. Source: Table 4.5-5 Generation of Solid Waste at General Plan buildout within the City, City of Corona General Plan Final Environmental Impact Report, March 2004

Development of the proposed project would not significantly impact current operation of or the expected lifetime of the El Sobrante Landfill because solid waste generated by the proposed project represents substantially less than one percent of the landfill's maximum allowable daily capacity. Additionally, solid waste service fees would be charged to individual property owners when services is initiated to offset operation costs associated with solid waste collection and disposal. Therefore, the project is anticipated to create a less than significant impact to landfill capacity and no mitigation would be required.

13 AESTHETICS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Scenic vista or highway	☐	☐	☐	☒
b. Degrade visual character of site & surroundings	☐	☐	☒	☐
c. Light or glare	☐	☐	☒	☐
d. Scenic resources (forest land, historic buildings within state scenic highway	☐	☐	☐	☒

Discussion:

Per the General Plan, Sixth Street, Sheridan Avenue, and Belle Avenue are not designated as scenic highways in the city. The project site, however, is located within one-half mile to Grand Boulevard and Main Street which are designated as scenic highways. The project site is located in the downtown area which has been shaped by different eras and maintains various architectural styles. The project is subject to the development standards and architectural design guidelines of the Downtown Corona Revitalization Specific Plan, which would ensure that the project is well designed and that the buildings are compatible with other existing buildings in the project area. The specific plan prescribes four architectural themes for new development within the Downtown District which are Spanish Colonial, Mediterranean, Commercial Block, and Classic. In addition, the specific plan requires new buildings to incorporate historical architectural elements to retain/restore historic or memorable features to the downtown fabric. It should be noted that replicating the architecture of the existing historic building is not required.

The project proposes two medical office buildings which are two stories each and designed within the Commercial Block style. The front entrance is recessed and flanked by large windows in a traditional transitional order with transom window panels. The window panels are separated with pillars in the commercial two-story style. The entry has a raised element with an extended cornice. In keeping with the Commercial Block massing and design, the buildings' two-story wall panel has a cornice with an accent relief panel below. Brick is used at the entry and along the corners only on the first floor, as this design is common on historic buildings to give the buildings a visual base. The colors of the brick have tan, brown, and yellow hues which are historically common colors. The buildings have a combination of vertical and horizontal elements with a flat roof that give the elevations a grid-like look which is the quintessential look of the Commercial Block style. In addition to the architectural guidelines, the project is also required to comply with all other applicable development standards such as building setbacks, landscaping, signage, and building height to ensure that the project is well designed and compatible with the existing nearby commercial and office developments and not degrade the visual character of the site and surroundings. Therefore, impacts related to this issue are expected to be less than significant and no mitigation is required.

The project site does not immediately abut existing residential uses. The nearest residential properties are located across Sheridan Street to the west. The project is designed with one building (Building A) located on the northwest corner of the site and the other building (Building B) located on the southeast corner of the site. The buildings would not be located directly in front of the six residential structures on Sheridan Street. Only one residence would be facing the rear portion of the northerly building. The other five residences would be facing the project's parking lot which would not be as visually impactful. Also, Sheridan Street currently provides a separation and buffer between the project site and residential properties.

Development of the proposed project would necessitate the installation of outdoor lighting necessary for the maintenance of public safety and security. The project site is located in a heavily developed area with existing ambient lighting, thus, implementation of the proposed project would not result in a significant change in the existing ambient lighting. Furthermore, the Corona Municipal Code requires exterior lighting to be directed downward with minimal spillover onto adjacent properties. The project is required to submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting to be designed to direct light downward with minimal spillover onto adjacent residences and sensitive land uses. The nearest residential uses are located on the west side of Sheridan Street across from the project site. Submittal of a photometric analysis would ensure that lighting from the project would not spillover onto the residential properties. Compliance with Mitigation Measure 16 would ensure that impacts associated with light and glare effects resulting from the project would be less than significant.

Mitigation Measures

16. Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project's compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.

14. CULTURAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Historical resource	☐	☐	☒	☐
b. Archaeological resource	☐	☐	☒	☐
c. Paleontological resource or unique geologic feature	☐	☐	☒	☐
e. Disturb human remains	☐	☐	☒	☐

Discussion:

Per the cultural resource survey prepared for the project by ECORP Consulting, Inc., seven historic-period resources consisting of residential structures were once located within the project area. All seven buildings were removed between 1980 and 2009. A historic district, Grand Boulevard, is located within one-half mile from the project area. A field survey was conducted which identified five new historic-period features that are part of the city's infrastructure (street, sidewalk, driveways, utility poles, trees) that served the seven buildings that are no longer present. The five newly identified features are not within the city's Grand Boulevard historic district or associated with a historic landmark on the city's register of historic resources; therefore, the five features have no historic or architectural significance. ECORP also conducted a search of the Sacred Lands File through the Native American Heritage Commission (NAHC) which indicated no presence of any Native American cultural resources within one mile of the project area.

The project is subject to SB 18 and AB 52 tribal consultation. As part of the SB 18 process, the Community Development Department obtained a list of local Native American tribes from the Native American Heritage Commission, dated December 3, 2018, to contact. Written notification, dated December 4, 2018, were sent to 12 tribes inviting them to participate in tribal consultation. The Department also contacted six tribes through the city's Letter of Transmittal, dated March 25, 2019, pursuant to AB 52. The Department received written request for consultation from Pechanga, Gabrieleno, and Rincon within the response 90-day and 30-day response time frame allowed under SB 18 and AB 52, respectively. Consultation was held separately with the Rincon, Pechanga, and Gabrieleno, tribes on May 2, May 6, and May 30, 2019, respectively. The Rincon and Gabrieleno tribes requested tribal monitoring in which mitigation measures were agreed upon between the City and tribes to reduce potential impacts to cultural resources to a less than significant level (**Mitigation Measures 7-12).** Consultation with the Pechanga tribe did not result in an agreement on mitigation measures as Pechanga became nonresponsive to staff's emails over the course of the consultation period. As such, staff decided to conclude consultation with the Pechanga tribe as of August 12, 2019 as staff felt that a good faith effort has been made in consulting with the Pechanga tribe. However, given that two tribes have requested tribal monitoring, staff is assuming that Pechanga will also request tribal monitoring, unless

otherwise determined by Pechanga that the mitigation measures are no longer needed.

Mitigation Measures

17. **Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.
18. **Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

    a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

        i. Project grading and development scheduling;

        ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists;

        iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

19. **Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:

    a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and

    b. **Treatment and Final Disposition***:* The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same:

        i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;

        ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;

        iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and.

        iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the

project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.

20. **Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

21. **Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out:

    a. The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques.
    b. All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.

22. **Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

    The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

    According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

15. AGRICULTURE RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Williamson Act contract	☐	☐	☐	☒
b. Conversion of farmland to nonagricultural use	☐	☐	☐	☒

Discussion:

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Act is to encourage property owners to continue to farm their land, and to prevent the premature conversion of farmland to urban uses. The project site is

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not located within a Williamson Act contract area. Therefore, no impact to Williamson Act lands will result from the proposed development and no mitigation is required.

The project site is not a designated farmland per the farmland maps compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP). For this reason, development of the project site would not result in the conversion of farmland to nonagricultural uses; therefore, there would be no impacts and no mitigation would be required.

16. GREENHOUSE GAS:		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Generate greenhouse gases	☐	☐	☒	☐
b.	Conflict with a plan, policy or regulation	☐	☐	☒	☐

Discussion:

The City of Corona adopted the City of Corona Climate Action Plan (CAP) in 2012 which utilizes the *Greenhouse Gas Emissions CEQA Thresholds and Screening Tables* to determine whether or not a project would have a significant impact on greenhouse gas emissions. The screening tables are to provide guidance in measuring GHG reductions attributable to certain design and construction measures incorporated into development projects. Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the City's CAP and would thus be considered less than significant. Utilizing the screening tables would also allow the City to meet its GHG emissions target for year 2020.

Per the CAP, small projects that are expected to emit GHG emissions that are less than 3,000 $MtCO_2e$ (metric tons of CO_2e equivalent) are not required to utilize the screening tables as they would be expected to have a less than significant individual and cumulative impact for GHG emissions. To demonstrate that the applicant's project is a "small project" a greenhouse gas analysis was prepared for the project by RK Engineering Group (February 28, 2019). The annual greenhouse gas emissions associated with the construction of the project is estimated to be approximately 494.64 $MTCO_2e$ which include on-site and off-site emissions. SCAQMD recommends amortizing the emissions over a period of 30 years (the anticipated lifetime of commercial projects). The project's amortized emissions is approximately 16.49 $MTCO_2e$ per year. For operational emissions, the project is expected to generate 2,065.99 $MTCO_2e$ per year. The project's construction and operational emissions would not exceed the threshold of 3,000 $MTCO_2e$ per year for small land use projects and thus, the project was not required to use the screening tables which demonstrates the project's compliance with the CAP. Therefore, the project would result in a less than significant impact and no mitigation is warranted.

17. TRIBAL CULTURAL RESOURCES		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b.	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	☐	☒	☐	☐

Discussion:

The project site is not listed on the California Register of Historical Resources or on the City's register of historic resources.

See 14 above for a detailed discussion and mitigation measures that apply to Tribal Cultural Resources.

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18. MANDATORY FINDING OF SIGNIFICANCE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fish/ wildlife population or habitat or important historical sites	☐	☐	☒	☐
b. Cumulatively considerable impacts	☐	☐	☒	☐
c. Substantial adverse effects on humans	☐	☐	☒	☐
d. Short-term vs. long-term goals	☐	☐	☒	☐

Discussion:

Based on the Initial study, the project has the potential to result in significant impacts to the following environmental topic:

- Biological Resources
- Hazards and Hazardous Materials
- Air Quality
- Noise
- Aesthetics
- Cultural Resources

However, appropriate mitigation measures have been developed. Mitigation Measures 1-22 successfully mitigate all identified potential impacts to less than significant levels. Therefore, project impacts to fish/wildlife population or habitat, important historical sites, cumulatively considerable impacts, substantial adverse effects on humans, or short-term vs. long-term goals are considered less than significant.

19. WILDFIRE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan	☐	☐	☒	☐
b. Due to slope, prevailing wind, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from wildfire or the uncontrolled spread of a wildfire	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water resources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes	☐	☐	☒	☐

Discussion

According to the California Department of Forest and Fire Protection (Cal Fire), the proposed project is not within a state responsibility area (SRA) or land classified as Very-High Fire Hazard Severity zone. Furthermore, the project site is not adjacent to any wildlands or undeveloped hillsides where wildland fires might be expected as the project site is located in the city's downtown area on Sixth Street between Sheridan Street and Belle Avenue. Access for emergency vehicles would be provided via Sixth Street, Sheridan Street, or Belle Avenue. Therefore, implementation of the proposed Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. Impacts are considered to be less than significant, and no mitigation is required.

The proposed project site is on a relatively flat area. The proposed medical office project will not contribute to the spreading of wildfire since the project's design is in compliance with the current CBC which includes fire construction standards. Therefore since the project will not exacerbate wildfire risks, then impacts to exposing people to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfires are considered to be less than significant, and no mitigation is required.

The proposed project would not require the installation or maintenance of roads, fuel breaks, emergency water sources, or power lines. Also, the project site is not located within a Very-High Fire Hazard Severity Zone. As such, impacts are considered to be less than significant, and no mitigation is required.

The project site is relatively flat and not located adjacent to a hillside area. Thus, implementation of the proposed project would not pose a risk to a downslope or downstream flooding or landslides, and the project did not change existing drainage patterns. Therefore, impacts to exposing people or structures to significant risks as a result of runoff, post-fire slope instability, or drainage changes are considered to be less than significant and no mitigation is required.

20. ENERGY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency	☐	☐	☒	☐

Discussion

An energy use assessment was prepared for the project by LSA Associates (May 16, 2019) to determine the potential energy related impacts associated with the development and operation of the project. Energy use during construction and operation of the project were analyzed. The following discusses each phase of the development.

Construction Period Energy Use

The project would increase the demand for electricity, natural gas, and gasoline. The project's construction schedule anticipates 12 months of construction that would require demolition, paving, and architectural coating. Energy would be needed for the manufacture and transportation of building materials, preparation of the site for demolition and grading activities, and building construction. Petroleum fuels (e.g. diesel and gas) would be the primary sources of energy for these activities. The project's air quality and greenhouse gas study (RK Engineering Group, February 2019) included recommended design features that would be included in the conditions of approval for the project and integrated into the design. Incorporation of the design features would increase energy efficiency on the site during project construction. The design features include the following:

- All construction vehicles shall be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer.
- Utilize low emission "clean diesel" equipment with new or modified engines that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology.
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
- Use haul trucks with on-road engines instead of off-road engines for on-site hauling.

In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the state's available energy sources. Therefore, construction energy impacts would be less than significant, and no mitigation would be required.

Operational Energy Use

The project's operational energy use would result from using electricity, natural gas, and gasoline. Table 20-A shows the estimated potential increased electricity, natural gas, and gasoline demand associated with the proposed project. The estimated potential increased electricity demand associated with the proposed project is 600,068 kilowatt-hours (kWh) per year. In 2017, California consumed approximately 288,614 gigawatt-hours (GWh) or 288,614,000,000 kWh. Of this total, Riverside County consumed 15,906 GWh or 15,906,310,734 kWh. Therefore, electricity demand associated with the proposed project would be less than 0.01 percent of Riverside County's total electricity demand.

As it pertains to natural gas, which would be used for heating, the estimated potential increased natural gas demand associate 992
with the proposed project is 2,044 terms per year. In 2017, California consumed approximately 12,571 million therms or 12,571,000,000 therms, while Riverside County consumed approximately 393 million therms of approximately 393,428,777

therms. Therefore, natural gas demand associated with the proposed project would be less than 0.01 percent of Riverside County's total natural gas demand.

As it pertains to gasoline, the project would result in energy usage associated with gasoline to fuel project-related vehicular trips. As shown in Table 20-A, it is expected that vehicle trips associated with the project would consume approximately 182,530 gallons of gasoline per year. In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline. Therefore, gasoline demand generated by vehicle trips associated with the proposed project would be a minimal fraction of gasoline and diesel fuel consumption in California. The air quality and greenhouse analysis recommended the following measures which would help to reduce transportation-related energy use:

- Limit energy idling time to 5 minutes or less.
- Encourage trucks accessing the site to be equipped with the latest cleaner-burning diesel fuel technology.
- Encourage trucks that visit the site to be retrofit engines with particle-trapping filters.
- Encourage the use if alternative fuels, such as natural gas, propane and electricity instead of diesel whenever possible.

In addition, new automobiles purchased by visitors driving to and from the project site would be subject to fuel economy and efficiency standards applied throughout the state. As such, fuel efficiency of vehicles associated with the project site would increase throughout the life of the project. Therefore, implementation of the proposed project would not result in a substantial increase in transportation related energy use. Furthermore, the project is required to comply with the state's CALGreen building codes and Title 24 Part 6 Building Efficiency Standards, which would further help to reduce energy and natural gas consumption. Therefore, the project would not result in wasteful, inefficient, or unnecessary consumption of fuel or energy and would incorporate renewable energy or energy efficiency measures into building design, equipment use, and transportation. Impacts would be less than significant, and no mitigation measures would be necessary.

Table 20-A
Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline (gallons per year)
Medical-Dental Office Buildings	560,728	2,044	1882,530
Parking Lot	39,340	0	0
Total	**600,068**	**2,044**	**182,530**

Consistency with State or Local Plan for Renewalable Energy or Energy Efficiency
As indicated, energy usage on the project site during construction would be temporary in nature. In addition, energy usage associated with the operation of the buildings would be relatively small compared to the state's available energy sources and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the project would conflict with California's energy conservation plans as described in the California Energy Commission's 2017 Integrated Energy Policy Report. In addition, the project would be required to comply with CALGreen and Title 24 standards, the Corona Municipal Code, and the city's Climate Action Plan. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and no mitigation would be required.

21. PREVIOUS ENVIRONMENTAL ANALYSIS:

Earlier analysis may be used when one or more of the environmental effects have been adequately analyzed in an earlier EIR or Negative Declaration (Section 15063).

DOCUMENTS INCORPORATED BY REFERENCE:

1. City of Corona General Plan, March 17, 2004
2. Phase I ESA, prepared by RK Engineering, January 11, 2019
3. Phase II ESA, prepared by RK Engineering, March 6, 2019
4. Supplemental Phase II ESA, prepared by RK Engineering, May 24, 2019
5. Preliminary WQMP, prepared by Fuscoe Engineering, September 17, 2018
6. Traffic Impact Study, prepared by RK Engineering, December 20, 2018
7. Biological Technical Report and MSHCP Consistency Analysis, prepared by ECORP Consulting, Inc., December 18, 2018
8. Energy Use Assessment, prepared by LSA Associates, May 16, 2019
9. Cultural Resources Inventory, prepared by ECORP Consulting, Inc., December 2018
10. Hydrology Report, prepared by Fuscoe Engineering, July 2019
11. Preliminary Geotechnical Report, prepared by GMU Geotechnical, Inc., October 5, 2018
12. Noise Impact Study, prepared by RK Engineering, August 16, 2018
13. Air Quality and Greenhouse Gas Impact Study, prepared by RK Engineering, February 28, 2019

FIGURES:

- **Figure 1 – Aerial Map**
- **Figure 2 – General Plan Map**
- **Figure 3 – Zoning Map**

MITIGATION MONITORING AND REPORTING PROGRAM
CITY OF CORONA

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person
	Air Quality				
1	Require all construction equipment to have low emission Tier 4 "clean diesel" engines with diesel oxidation catalysts and diesel particulate filters that meet the latest CARB best available control technology.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works
2	In order to ensure the level of DPM exposure is reduced as much as possible, the project shall implement the following best available pollution control strategies to minimize potential health risks: a. Utilize low emission "clean diesel" equipment with new or modified engines (Tier 4 or better) that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology. b. Establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors. c. Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. d. Use haul trucks with on-road engines instead of off-road engines for on-site hauling.	Condition of Approval	Submittal of grading plans.	At plan check and field inspection.	Planning and Public Works

	Biological Resources				
3	If project grading occurs during the bird breeding season (February 1 through August 31), the developer shall submit a pre-construction survey to the Community Development Department for review. The survey shall be conducted and submitted 7-10 days prior to issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
	Hazards and Hazardous Materials				
4	Prior to issuance of a grading permit, the developer shall report the soil findings to the Department of Toxic Substance Control and Riverside County Environmental Health Department for review and determination of interest in possible case management. The developer shall submit to the Public Works Department documentation as proof of this report.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
5	Prior to issuance of a grading permit, the developer shall submit to the Public Works Department for review a soil management plan to ensure use of appropriate worker protection and proper management/disposal of site soils.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning and Public Works
	Noise				
6	Construction-related noise activities shall comply with Corona Municipal Code Section 17.84.040: Construction noise is prohibited between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m. on Sundays and federal holidays.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
6	No impact pile driving activities shall be allowed on the project site.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
8	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices and equipment shall be maintained so that vehicles and their loads are secured from rattling and banging. Idling equipment should be turned off when not in use.	Condition of Approval	Field inspection.	During grading and construction.	Public Works
9	Locate staging area, generators and stationary construction equipment as far from the western property line, as reasonably feasible.	Condition of Approval	Submittal of grading plans and field inspection.	Prior to issuance of a grading permit and during grading and construction.	Public Works

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10	Obtain a construction work permit from the City of Corona prior to starting construction.	Condition of Approval	Submittal of building and grading plans.	Prior to issuance of a building and grading permit.	Building and Public Works
11	All rooftop mounted HVAC equipment shall be fully shielded or enclosed from the line of sight of adjacent residential uses. Shielding/parapet wall shall be at least as high as the equipment.		Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
12	Truck deliveries, unloading/loading activity, and trash pick-up shall be limited to daytime (7 a.m. to 10 p.m.) hours only.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
13	Limit engine idling time for all trucks to 5 minutes or less.	Condition of Approval	Field inspection.	Ongoing.	Developer or Property Owner
14	A “windows closed” condition is required for all the units within the medical office buildings. To accommodate a window closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Building Code (UBC).	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
15	Prior to issuance of building permits, the developer shall demonstrate to the Corona Building Division that the proposed building shell assembly and window assemblies will achieve exterior to interior noise reduction that will meet the state/city building code requirement of 45 dBA CNEL	Condition of Approval	Submittal of building plans.	Prior to issuance of a building permit.	Building and Planning
	Aesthetics				
16	Prior to issuance of a building permit, the developer shall submit a photometric analysis demonstrating the project’s compliance with CMC Section 17.84.070 which requires exterior lighting including building and parking lot lighting to be designed to direct light downward with minimal spillover onto the nearest residences located west of the project site.	Condition of Approval	Submittal of a photometric analysis.	Prior to issuance of a building permit.	Building and Planning

	Cultural Resources				
17	**Tribal Monitoring:** Prior to the issuance of a grading permit, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 process, as applicable. The applicant shall coordinate with the Tribe(s) to develop a Tribal Monitoring Agreement with each tribe, if required by each tribe. A copy of the signed agreement shall be provided to the City of Corona Community Development Department prior to the issuance of a grading permit.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
18	**Archaeological Monitoring:** At least 30-days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. a. The Project Archaeologist, in consultation with interested tribes, the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include: i. Project grading and development scheduling; ii. The development of a rotating or simultaneous schedule in coordination with the applicant and the Project Archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists; iii. The protocols and stipulations that the Developer, City, Tribes and Project archaeologist will follow in	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.				
19	**Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries: a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and b. **Treatment and Final Disposition*:*** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same: i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed; ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and. iv. At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.				
20	**Sacred Sites:** All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning
21	**Fossil Specimens:** In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out: ***a.*** The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques. ***b.*** All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.				
22	**Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts. The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and	Condition of Approval	Submittal of report or documentation.	Prior to issuance of a grading permit.	Planning

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	disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).				

1002

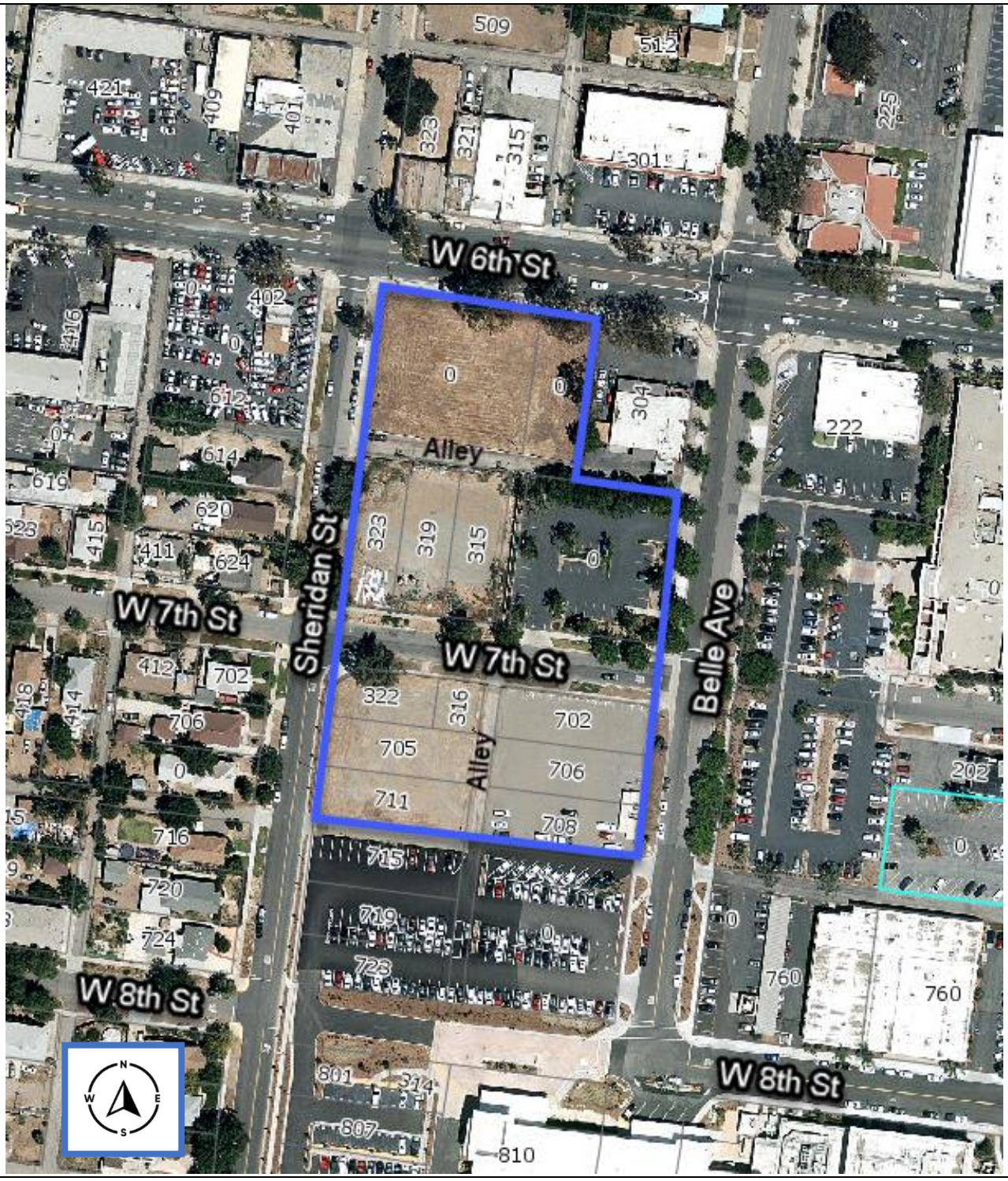


Figure 1 – Aerial Map

Legend

Project Site

1003

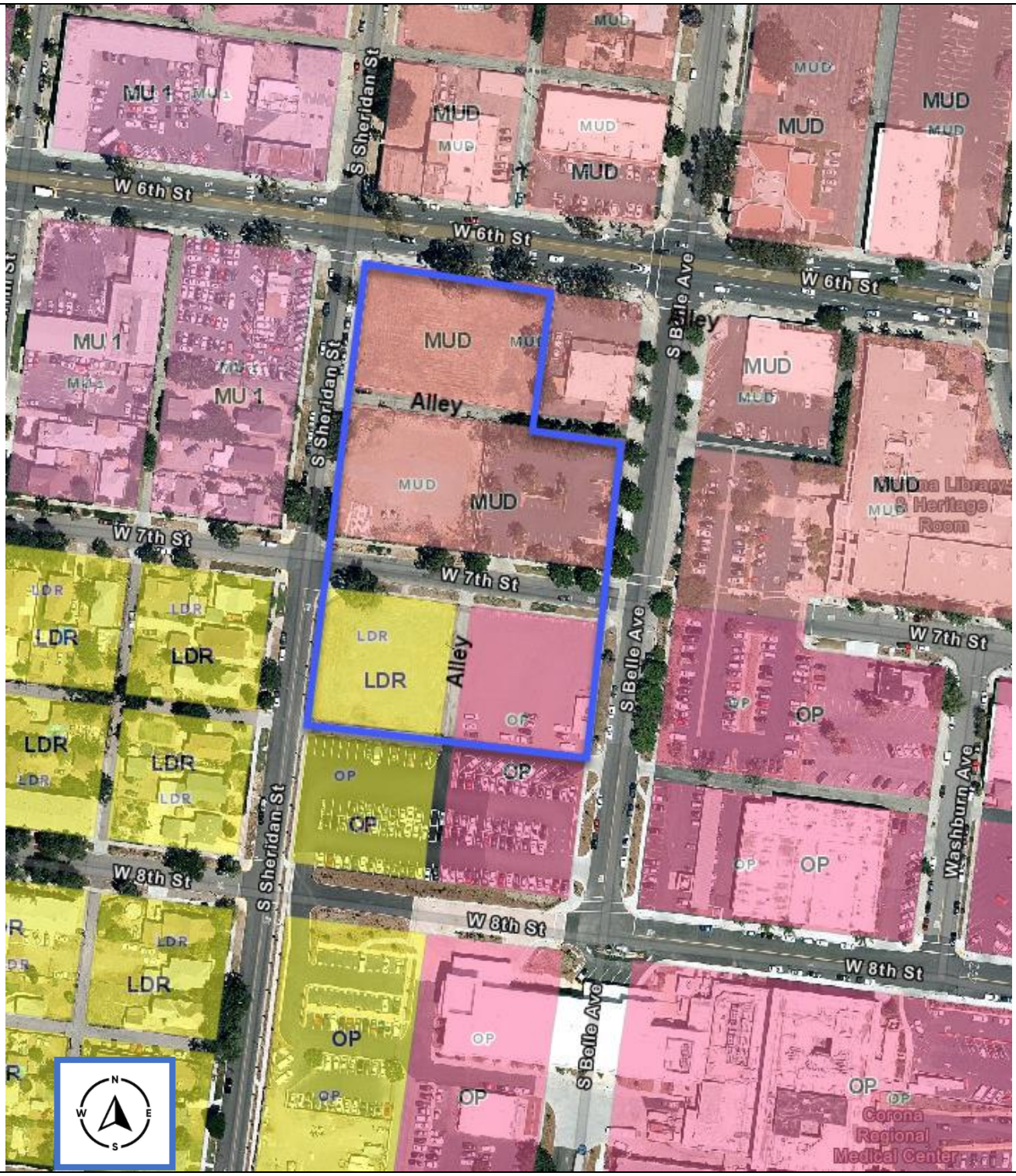


Figure 2 – Existing General Plan Map

General Plan Land Use Legend:

MU – Mixed Use: Downtown
MU 1 – Mixed Use: Commercial and Residential
LDR – Low Density Residential, 3-6 du/ac
OP – Office/Professional

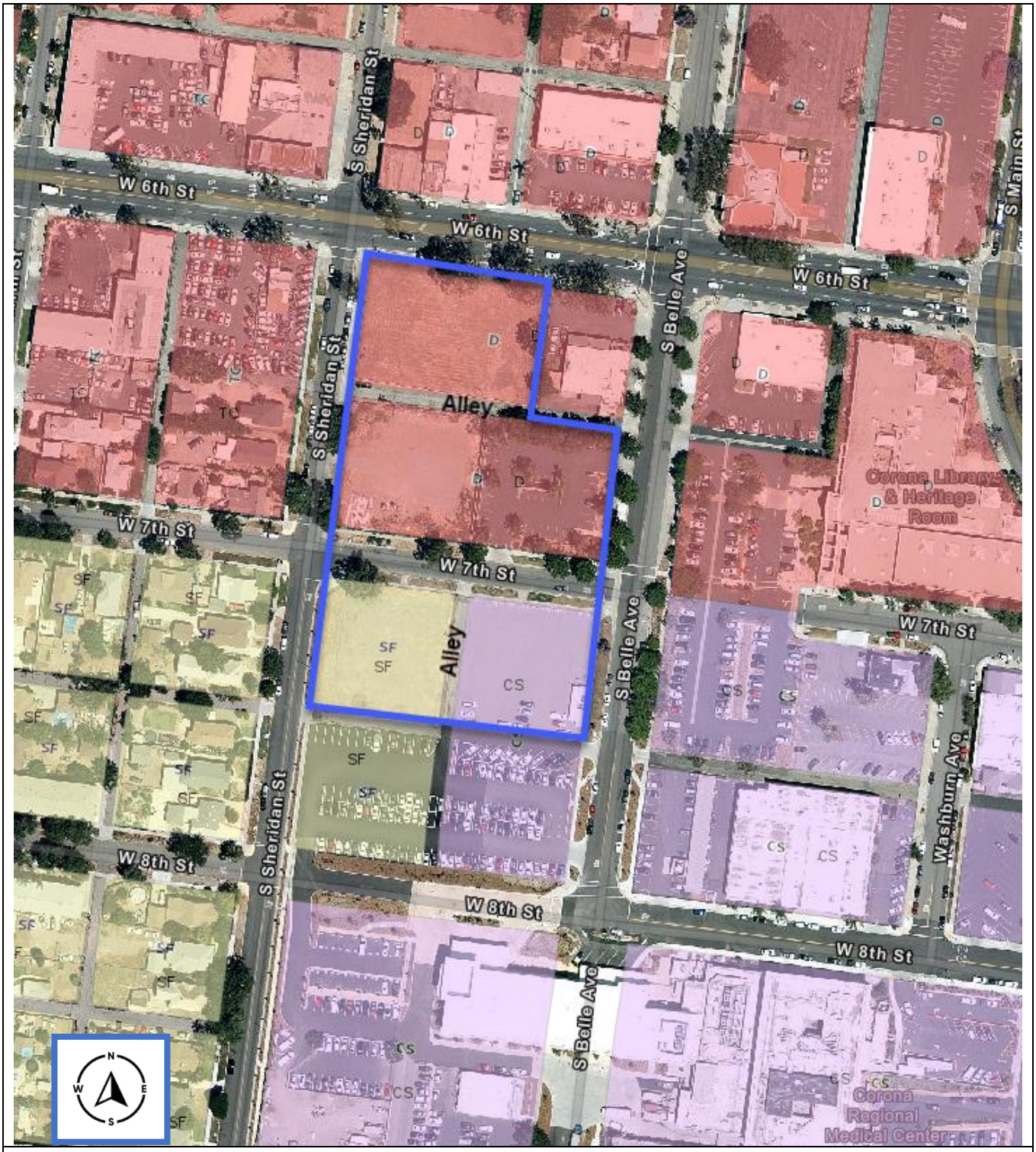


Figure 3 – Existing Zoning Map

Zoning Legend:
CS – Community Services District
D – Downtown District
SF – Single Family District
TC – Transitional Commercial District

Planning Commission
Community Development Department
400 South Vicentia Ave.
Corona, CA 92882
08/15/2019

RECEIVED
AUG 16 2019
Community Development Dept

Dear Planning Commission:

My name is John Vazirian and I own the property to the west side of the proposed medical building. Specifically, my properties are 402 West Sixth Street and 614, 620, and 624 Sheridan Street. The entire property is TC Commercial Zone.

I am very delighted to the see the medical building being developed and I believe this development will add great value to the City of Corona.

However, I am deeply concerned with the proposed location and size of the medical office building (See Site Plan A). The medical office has been designed without consideration of its negative impact on our properties. Specifically, the building dimensions being 40 feet high and 165 feet lengthwise, in conjunction with its location on the property, will only isolate our property by obstructing it from view on Sixth Street. Our property has already been obstructed from view from the west side by the adjacent car wash.

In order to open space at the corner of Sheridan and Sixth Street, I am providing you with three other alternative site plans: B, C, and D.

These site plans may not meet all the requirements, but I believe this issue can be properly address if there is a design by an unbiased architect.

Should the design and layout plan remain as is, the proposed medical office will undoubtedly diminish the value of our property by blocking, isolating and discouraging the placement of any future commercial buildings on my properties. This would result in a total loss to the property financially.

I am hopeful that the planning commission will select a layout that would be more beneficial to all surrounding properties.

Thank you for your time and consideration,

John Vazirian

Enclosures: (5)

EXHIBIT G

[redacted]

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

PLAZA

SITE PLAN A

OUR PROPERTY LINE
TC COMMERCIAL
7th St
Main St
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
LOADING
PLAZA
AVAILABLE
25,000 SF
11
12
13
16
27
23
20
9
10
7

SITE PLAN B

[redacted]

BUS STOP

Out Parcel

Landscape Barrier

Sidewalk with Tree Planters

City of Hope®

OUR PROPERTY LINE

TC COMMERCIAL

[redacted]

7th St

LOADING

PLAZA

SITE PLAN C

OUR PROPERTY LINE
TC COMMERCIAL
BUS STOP
Out Parcel
Landscape Barrier
Sidewalk with Tree Planters
City of Hope
PLAZA

SITE PLAN D

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Monday, August 26, 2019

6:00 PM

Council Chambers

Planning and Housing Commission

Karen Alexander, Chair
Timothy Jones, Vice Chair
David Hooks, Commissioner
Craig Siqueland, Commissioner
Viren Shah, Commissioner

EXHIBIT 4

ROLLCALL

Present 5 - Commissioner Viren Shah, Vice Chair Tim Jones, Chair Karen Alexander, Commissioner Craig Siqueland, and Commissioner David Hooks

1. CALL TO ORDER

Chair Alexander called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Commissioner Hooks led the Pledge of Allegiance.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

None.

4. CONSENT ITEMS

None.

5. PUBLIC HEARINGS

19-0752 CUP2018-0014 (CONTINUED): Conditional Use Permit application to establish and operate a 4,375 square foot public charter school within an existing commercial building located at 700 North Main Street in the CR (Commercial Retail) District of the North Main Street Specific Plan (SP99-01) (Applicant: Bill Calleja of Pivot Charter School, 700 North Main Street, Corona, CA 92880).

Attachments: Staff Report

A motion was made by Commissioner Shah, seconded by Commissioner Siqueland, that the Planning and Housing Commission CONTINUE item CUP2018-0014 to the Planning and Housing Commission meeting of September 9, 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0754 HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

Attachments: Staff Report
Locational and Zoning Map
Exhibit A - Statement of architectural and historical significance
Exhibits B1-B14 - Photographs of Property
Exhibit C - CHPS letter dated August 4, 2019
Exhibit D - Environmental Documentation
Exhibit E - Aerial map of property
HRLM2019-0002 PP Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for HRLM2019-0002. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the item before the public hearing is opened.

TOM RICHINS, SPOKE ON BEHALF OF APPLICANT ROBERT MONTANEZ, gave a brief description on the history of the home and provided clarification regarding the add-on to the home and the year the home was built. He also stated that if the home is approved for a Mills Act contract, the applicant would be allowed to take the savings and apply it towards the preservation and maintenace of the home.

ANGELA MONTANEZ, APPLICANT, commented that trees in the front yard will be pruned.

Chair Alexander opened the public hearing.

RICHARD WINN, REPRESENTING CORONA HISTORIC PRESERVATION SOCIETY (CHPS), spoke about CHPS's concerns for this home being listed as a local landmark. He indicated the current condition of the home and property does not compare to other historic homes that have been given local landmark status and that the owner should do more work on the property to better the appearance before it is listed as a local landmark. He also showed an example of another home in the city that is same style as the applicant's home, but demonstrates a better appearance from the street.

Chair Alexander closed the public hearing.

Commissioner Hooks expressed his agreement on the recommendation for the tress to be pruned.

Vice Chair Jones asked if the attic ventilation located on the roof can be removed or relocated to keep the historic value of the home.

Angela Montanez responded yes.

Mr. Richins expressed his acknowledgement of the Mills Act and agreed that the attic ventilation should be removed to keep the historic value of the home; and that it can be easily done with the cost savings the owner will have through the Mills Act.

Vice Chair Jones asked that the removal of the attic ventilation be added to the conditions of approval.

Commissioner Siqueland commented he believes the home is a good example of a historic home in Corona. He also recommends that a landscape maintenance agreement be established for this property to include tree trimming.

JOANNE COLETTA, DIRECTOR OF COMMUNITY DEVELOPMENT, stated an improvement plan can be added to the Mills Act contract. Ms. Coletta explained the terms of the Mills Act contract to the Commissioners.

Chair Alexander expressed she likes the historic preservation in the city and thanked the CHPS and the applicant for all their work. She also commented on the letter she received from Mr. Winn. She agrees this home meets the requirements stated in the Corona Municipal Code (CMC) for placement as a historic landmark, which was also stated in the letter received from CHPS.

Commissioner Shah asked if there will be a plaque in front of the home identifying it as a historic landmark.

Mr. Richins responded he only knows of one home that current displays a plaque. He mentioned people can look up historic homes on the website.

Chair Alexander thanked the Riverside Cultural Heritage Commissioner and the Redlands Historic Society and spoke about the CHPS considering a similar tier program to the Riverside and Redlands Historic Society. She also thanked the previous three presidents of the CHPS and the Richins family.

A motion was made by Commissioner Siqueland, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council, based on the satisfaction of the listed criteria

contained in the staff report and the added conditions of approval that a maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract, the trees in the front yard shall be pruned prior to approval of the Mills Act contract and the roof turbine shall be relocated to make it less visible from the street.The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0737 PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

Attachments: Staff Report

Resolution No. 2540

Locational and Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C- Floor Plan

Exhibit D - Colored Elevations

Exhibit E - Wall Elevations

Exhibit F - Colored Landscape Plan

Exhibits G1-G3 - Proposed Signage

Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans

Exhibit I - Environmental Documentation

Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue

Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

PP2018-0005 Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for PP2018-005. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the application before the public hearing is opened.

MIKE CALAHAN, REPRESENTING LA FITNESS ON BEHALF OF APPLICANT, GREG GILL, thanked the Commissioners and Ms. Garcia for all their hard word they put into this project. Mr. Calahan expressed all the

conditions of approval are acceptable except for condition #5 under the Building Divison. He believes since the pool is located inside a building, in a separate room, a fence should not be required. He asked for that condition to be removed.

Commissioner Siqueland expressed his approval for this project. He asked if there will be an impact to the residents located behind the property with regards to the retaining wall being built.

Mr. Calahan replied there will be no impact to the residents and the wall will be within the LA Fitness parcel.

Commissioner Siqueland asked for additional clarification and wanted to know if the wall will be built behind the existing fence.

Mr. Calahan replied yes, but the residents will have ability remove their existing wood fence along their rear property line and use the new block wall.

Commissioner Siqueland asked if the vacant lot (Pad B) will be irrigated and maintained until it is fully developed.

Mr. Calahan responded yes.

Commissioner Siqueland asked if the operating hours are a part of the application and can they be changed at any given time.

Mr. Calahan responded yes the operating hours can be changed without the city's approval.

Vice Chair Jones asked if the main entrance is the only access entry into the building for members.

Mr. Calahan responded all members will have to come through the main entrance to enter the building because of the check-in procedures for members.

Vice Chair Jones asked if there will be any security measures installed on the building.

Mr. Calahan responded they did not propose security cameras on the outside of the building as it is not required by city ordinance, but have done exterior cameras in other cities.

Vice Chair Jones expressed his security concerns for the patrons who park

towards the rear of the building.

Mr. Calahan responded they will consider installing security cameras to monitor the parking lot.

Vice Chair Jones asked if there are other measures that could be taken to make sure the site is more secure around the perimeter of the building.

Mr. Calahan gave an explanation as to why the site plan was designed as it is and explained all measures were considered in the planning process.

Vice Chair Jones agreed with Mr. Calahan and expressed his concern for the safety of patrons to the rear of the building going to their cars.

Mr. Calahan responded the applicant will consider installing security cameras to monitor the rear parking lot.

Commissioner Hooks expressed his concerns over the safety of the patrons and asked if the lighting at the rear of the building will be attached to the building or free standing.

Mr. Calahan responded the lighting will be free standing and additional lighting will be outside the rear exit doors. He explained the design of the lighting and that it will not have an impact to the residents.

Chair Alexander expressed her concerns regarding trespassing to the rear of the building due to the type of shrubs that may conceal trespassers. She suggested a different type of ground cover be considered instead of shrubs along the rear planter. She also suggested a motion sensor be installed to the rear of the building.

Mr. Calahan responded it will be considered.

Chair Alexander expressed her concerns for loitering at the future Pad B location. She suggested a fence be placed around the site to prevent loitering.

Mr. Calahan responded a fence will be considered.

Vice Chair Jones asked what the time frame would be for the block wall to be built between the site and the residents.

Mr. Calahan responded it will take approximately six weeks for the wall to be built and a temporary fence will be placed during construction so residents privacy will not be impacted.

Commissioner Siqueland asked city staff about the condition regarding the fence being placed around the pool.

Ms. Coletta responded it is a standard condition of approval, but this condition does not apply to this project and will be removed from the conditions of approval.

Chair Alexander opened the public hearing.

JOE MORGAN, RESIDENT, expressed his approval for this project and thanked the applicant and city staff.

Chair Alexander closed the public hearing.

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and adopt Resolution No. 2540 GRANTING PP2018-0005, based on the findings contained in the staff report and conditions of approval with the removal of condition 5 (building division) and the added conditions: to install security cameras in the parking lot with signage indicating the property is under surveillance and the security tapes be kept for 30 days for retention purposes, install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property and the parking lot light poles located along the north perimeter of the project site be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjuction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0747 GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2538

Locational & Zoning Map

Exhibit A - Proposed General Plan Amendment

Exhibit B - Aerial Map

Exhibit C - Existing General Plan Designation

Exhibit D - Site Plan

Exhibit E - Environmental Documentation

Exhibit F - Public Correspondence

GPA2019-0001, SPA2019-0001, PM 37565, PP2019-0003 PP Presentation

At the request of Chair Alexander, Sandra Yang, Senior Planner, presented the staff reports for GPA2019-0001, SPA2019-0001, PP2019-0001 and PM 37565. At the conclusion of her presentation, Ms. Yang offered to answer any questions of the Commission.

Vice Chair Jones asked if the parking on Belle Avenue is required parking for the proposed site.

Ms. Yang responded the site is over parked and the street parking would be excess parking.

Commissioner Siqueland asked how much of the building will City of Hope occupy and what services will be offered.

RICHARD BOURESTON, REPRESENTING BOURESTON DEVELOPMENT, responded City of Hope will be occupying all of Building A and they provide a broad range of services.

RICHARD GANN, REPRESENTING CITY OF HOPE, explained they are a cancer research hospital and he explained the services that will be provided.

Chair Alexander asked how this new facility will impact the existing facility located in Corona.

Mr. Gann responded they will be relocating from the current location to this new location.

Chair Alexander opened the public hearing.

Ms. Yang provided clarification on the street parking on Belle Avenue. She stated 24 parking spaces on Belle Avenue are part of the required parking

for the site.

Vice Chair Jones asked for clarification, are 24 parking spaces required to meet the building parking requirements and will the other remaining spaces be for excess parking. He asked how many parking spaces will be constructed on Belle Avenue.

Ms. Yang responded 24 parking spaces are required and a total of 54 parking spaces are planned on Belle Ave.

Commissioner Shah asked how many parking spaces are on Belle Avenue.

Ms. Yang responded the plan proposes 54 parking spaces on Belle Avenue.

Chair Alexander opened the public hearing.

ELIZABETH MCCREARY, CITY OF CORONA PARKS AND RECREATION COMMISSIONER, expressed her concerns regarding the parking because this project would remove the overflow parking lot currently used by the library.

Ms. Yang responded the existing parking lot contains 41 parking stalls and the parking will be replaced with 54 parking spaces planned on Belle Avenue. The applicant and city will have a shared parking agreement that will allow library patrons to use the on-street parking during the medical offices off-peak business hours.

Chair Alexander asked what the office hours will be for the City of Hope.

Mr. Gann responded the operating hours for City of Hope are normally 8:00 a.m. to 5:00 p.m. and at times patients getting infusion treatments may go later into the afternoon with radiology and oncology patients mostly seen in the morning hours.

Chair Alexander asked with the doubling of the square footage, if services could expand beyond 5:00 p.m.

Mr. Gann responded it is difficult to predict but their cliente is reduced toward the end of the day.

Ms. Coletta asked if the clientele would be different in the evening hours.

Mr. Gann responded it would depend on the type of treatments that are

being done, such as infusion care.

KEVIN CHENG, REPRESENTING CITY OF HOPE, responded the current hours of operation are 8:00 a.m. to 5:00 p.m. He also explained which procedures are typically done in the morning versus the afternoon.

DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER, stated that he is working with city management and the Library department on ways to improve the library parking lot and their availability for parking. He stated they are evaluating ways to reconfigure the library parking lot.

DOTTIE LARADEN, RESIDENT / RETIRED LIBRARIAN, spoke about her concern with the parking on Belle Avenue and it being a route for ambulances.

Mr. Ralls responded ambulances will still route through Belle Avenue. He explained that the proposed street parking is designed to allow cars to pass on the street with the parking.

Chair Alexander closed the public hearing.

Commissioner Shah asked if there is a plan to have a mutual access to the parking lot between the two proposed buildings and the hospital parking lot.

Ms. Yang responded no.

TOM KOPER, PUBLIC WORKS ASSISTANT DIRECTOR, explained the sewer line in the alley between the two buildings and mentioned the diagonal parking on the hospital parking lot will remain.

Commissioner Shah asked if Building B will have interface with City of Hope.

Mr. Koper responded Building B will not be affiliated with the City of Hope.

Vice Chair Jones asked if Building B will have similar operating hours as the City of Hope.

Mr. Boureston responded various tenants will occupy Building B which can include a surgery center and urgent care, and this building will have no direct affiliation with the City of Hope.

Vice Chair Jones commented he supports this project.

A motion was made by Vice Chair Jones, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated

Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of GPA2019-0001, based on the findings contained in the staff report and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of the General Plan Amendments for 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0757 SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Proposed Specific Plan Amendment

Exhibit B - Conditions of Approval

Exhibit C - Aerial Map

Exhibit D - Existing Specific Plan Designation

Exhibit E - Existing General Plan Designation

Exhibit F - Site Plan

Exhibit G - Applicant's letter dated March 5, 2019, explaining Specific Plan and General Plan amendments

Exhibit H - Legal description of the specific plan amendment site

Exhibit I - Environmental Documentation

Exhibit J - Public Correspondence

A motion was made by Commissioner Siqueland, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of SPA2019-0001 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0759 PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2539

Locational & Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C - Parcel Map 37565

Exhibit D1 & D2 - Floor Plans

Exhibit E - Colored Elevations for Building A

Exhibit F - Colored Elevations for Building B

Exhibit G - Detailed Elevations for Building A

Exhibit H - Detailed Elevations for Building B

Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings

Exhibit J - Landscape Plan

Exhibit K - Sign Program

Exhibit L - Proposed Corona Cruiser Bus Route Change

Exhibit M - Angled parking design on Belle Avenue

Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans

Exhibit O - Environmental Documentation

Exhibit P - Public Correspondence

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and Resolution No. 2539 GRANTING PP2019-0003, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0758 PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Parcel Map 37565

Exhibit B - Conditions of Approval

Exhibit C - Site Plan

Exhibit D - Proposed Corona Cruiser Bus Route Change

Exhibit E - Applicant's letter dated May 21, 2019 giving essential subdivision information

Exhibit F - Environmental Documentation.pdf

Exhibit G - Public Correspondence

A motion was made by Vice Chair Jones, seconded by Chair Alexander, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of PM 37565 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

6. WRITTEN COMMUNICATIONS

None.

7. ADMINISTRATIVE REPORTS

None.

8. PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

9. ADJOURNMENT

Chair Alexander adjourned the meeting at 7:39 p.m. to the Planning and Housing Commission meeting of Monday, September 9, 2019, commencing at 6:00 p.m. in the City Hall Council Chambers.

File #: 19-0819

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 9/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
Public Hearing for City Council consideration to receive comments and file the 2018-2019 Consolidated Annual Performance and Evaluation Report, and authorize the Community Development Director to submit the report to the United States Department of Housing and Urban Development.

RECOMMENDED ACTION:
That the City Council:

1. Receive and file the 2018-2019 Consolidated Annual Performance and Evaluation Report.

2. Authorize the Community Development Director to submit the report to the United States Department of Housing and Urban Development.

ANALYSIS:
Federal regulations require the City of Corona to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) in connection with the City of Corona's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program grants received from the U.S. Department of Housing and Urban Development (HUD).

This informational report includes an assessment of activities implemented by the City and its community partners with CDBG and HOME funds from July 1, 2018 to June 30, 2019 to address the needs of low- and moderate-income residents. Submission of this report marks the completion of the fourth year in the current five-year planning cycle that covers July 1, 2015 through June 30, 2020.

For the 2018-2019 program year, the City received $1,215,328 of CDBG funds and $472,950 of HOME funds from HUD, which were combined in the Action Plan with $169,490 of prior year unspent CDBG funds for a total investment of $1,857,768. This investment of CDBG and HOME funds was a catalyst for positive change in the community. The following highlights the activities implemented l

the City and its community partners during the recent completed fiscal year.

- Provided affordable housing preservation and rehabilitation assistance to 7 low- and moderate -income homeowners.

  The City's Residential Rehabilitation Program completed two forgivable loans of approximately $25,000 to low-moderate income owners of single family homes. An additional four loans were made during the fiscal year that were in construction as of June 30. Habitat for Humanity of Riverside County provided painting, landscaping and minor home repairs for five low-moderate income owners of manufactured housing units.

- Provided fair housing services to 1,671 residents.

  The City of Corona provided financial support to the Fair Housing Council of Riverside which provides fair housing outreach, education and enforcement activities, including landlord-tenant matters. The Fair Housing Council assisted 1,671 residents.

- Provided homelessness prevention and assistance services to six residents.

  The City of Corona provided funding to Community Connect and Inspire Life Skills Training in support of their on-going effort and service to prevent homelessness. The Inspiring Hope Program provided housing, living costs, training and academic and life skills support to six former foster and at-risk homeless youths.

- Provided Code Enforcement inspections to bring 158 housing units into compliance.

  The City's Code Enforcement officers brought 158 housing units into compliance with local codes to ensure safe housing provided to low-moderate income residents, of the CDBG Target Areas.

- Provided graffiti removal services in the CDBG Target Areas.

  The City provided graffiti removal services in low and moderate income neighborhoods to prevent blight.

- Provided services for 136 residents with special needs.

  The Ridgers Program by Peppermint Ridge provided advocacy and wellness support during medical visits to 82 adults that have developmental and intellectual disabilities. The Corona-Norco United Way provided family support service and counseling to 54 residents that are victims of domestic violence.

- Provided services for 227 low- and moderate-income residents.

  The Corona Norco United Way under their Children and Youth Success tutoring program provided services to 75 schoolchildren to help them succeed in the classroom. The Corona Norco YMCA provided a fine arts education program to 108 children of low- and moderat 1026

powered by Legistar™

income families. The Council on Aging Long Term Care Ombudsman program inspected licensed residential care facilities in the City and provided direct services to 25 residents of such facilities. The Big Brothers Big Sisters of the Inland Empire provided youth mentoring to 19 girls.

- Provided microenterprise business technical assistance services to 10 low-moderate income Corona entrepreneurs.

  This program provided enterprise business owners or persons interested in forming microenterprises with technical assistance in areas such as business plan writing, mircrofunding options, marketing, management, human resources, accounting and financial management.

- Completed the design of the 2018-2019 CDBG Sidewalk Project that will be constructed during the 2019-2020 fiscal year.

Citizen Participation

HUD regulations require the 2018-2019 CAPER to be made available to citizens for public comment and to be considered by the City Council at a public hearing. In accordance with HUD regulations, a public notice was published in the *Sentinel Weekly News* on August 28, 2019 inviting the public to comment on the CAPER. The draft CAPER was available for public review at the City Clerk's Office, Corona Public Library, Community Development Department and online at www.CoronaCA.gov/cdbg <http://www.CoronaCA.gov/cdbg>.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
The CDBG and HOME grants received from HUD are consistent with the Strategic Plan goal to *Actively Engage in Public and Private Partnerships to Provide Services and Amenities,* as the monies allow the City to seek creative partnership opportunities to allow private agencies to provide programs and services for youth, senior and special needs groups within the City.

FISCAL IMPACT:
There are no fiscal impacts associated with submission of the City's 2018-2019 CAPER to HUD.

ENVIRONMENTAL ANALYSIS:
There is no environmental impact associated with the submission of the 2018-2019 CAPER, or submission of the report to HUD. This action is exempt from the National Environmental Policy Act and does not constitute a project under the California Environmental Quality Act.

PREPARED BY: CLINT WHITED, CDBG CONSULTANT

REVIEWED BY: CYNTHIA LARA, ADMINSTRATIVE SERVICES MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachment:
1. 2018-2019 Consolidated Annual Performance and Evaluation Report.

File #: 19-0819

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 9/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

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Public Hearing for City Council consideration to receive comments and file the 2018-2019 Consolidated Annual Performance and Evaluation Report, and authorize the Community Development Director to submit the report to the United States Department of Housing and Urban Development.

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Federal regulations require the City of Corona to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) in connection with the City of Corona's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program grants received from the U.S. Department of Housing and Urban Development (HUD).

This informational report includes an assessment of activities implemented by the City and its community partners with CDBG and HOME funds from July 1, 2018 to June 30, 2019 to address the needs of low- and moderate-income residents. Submission of this report marks the completion of the fourth year in the current five-year planning cycle that covers July 1, 2015 through June 30, 2020.

For the 2018-2019 program year, the City received $1,215,328 of CDBG funds and $472,950 of HOME funds from HUD, which were combined in the Action Plan with $169,490 of prior year unspent CDBG funds for a total investment of $1,857,768. This investment of CDBG and HOME funds was a catalyst for positive change in the community. The following highlights the activities implemented l

the City and its community partners during the recent completed fiscal year.

- Provided affordable housing preservation and rehabilitation assistance to 7 low- and moderate -income homeowners.

  The City's Residential Rehabilitation Program completed two forgivable loans of approximately $25,000 to low-moderate income owners of single family homes. An additional four loans were made during the fiscal year that were in construction as of June 30. Habitat for Humanity of Riverside County provided painting, landscaping and minor home repairs for five low-moderate income owners of manufactured housing units.

- Provided fair housing services to 1,671 residents.

  The City of Corona provided financial support to the Fair Housing Council of Riverside which provides fair housing outreach, education and enforcement activities, including landlord-tenant matters. The Fair Housing Council assisted 1,671 residents.

- Provided homelessness prevention and assistance services to six residents.

  The City of Corona provided funding to Community Connect and Inspire Life Skills Training in support of their on-going effort and service to prevent homelessness. The Inspiring Hope Program provided housing, living costs, training and academic and life skills support to six former foster and at-risk homeless youths.

- Provided Code Enforcement inspections to bring 158 housing units into compliance.

  The City's Code Enforcement officers brought 158 housing units into compliance with local codes to ensure safe housing provided to low-moderate income residents, of the CDBG Target Areas.

- Provided graffiti removal services in the CDBG Target Areas.

  The City provided graffiti removal services in low and moderate income neighborhoods to prevent blight.

- Provided services for 136 residents with special needs.

  The Ridgers Program by Peppermint Ridge provided advocacy and wellness support during medical visits to 82 adults that have developmental and intellectual disabilities. The Corona-Norco United Way provided family support service and counseling to 54 residents that are victims of domestic violence.

- Provided services for 227 low- and moderate-income residents.

  The Corona Norco United Way under their Children and Youth Success tutoring program provided services to 75 schoolchildren to help them succeed in the classroom. The Corona Norco YMCA provided a fine arts education program to 108 children of low- and moderat 1030

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income families. The Council on Aging Long Term Care Ombudsman program inspected licensed residential care facilities in the City and provided direct services to 25 residents of such facilities. The Big Brothers Big Sisters of the Inland Empire provided youth mentoring to 19 girls.

- Provided microenterprise business technical assistance services to 10 low-moderate income Corona entrepreneurs.

  This program provided enterprise business owners or persons interested in forming microenterprises with technical assistance in areas such as business plan writing, mircrofunding options, marketing, management, human resources, accounting and financial management.

- Completed the design of the 2018-2019 CDBG Sidewalk Project that will be constructed during the 2019-2020 fiscal year.

Citizen Participation

HUD regulations require the 2018-2019 CAPER to be made available to citizens for public comment and to be considered by the City Council at a public hearing. In accordance with HUD regulations, a public notice was published in the *Sentinel Weekly News* on August 28, 2019 inviting the public to comment on the CAPER. The draft CAPER was available for public review at the City Clerk's Office, Corona Public Library, Community Development Department and online at www.CoronaCA.gov/cdbg <http://www.CoronaCA.gov/cdbg>.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
The CDBG and HOME grants received from HUD are consistent with the Strategic Plan goal to *Actively Engage in Public and Private Partnerships to Provide Services and Amenities,* as the monies allow the City to seek creative partnership opportunities to allow private agencies to provide programs and services for youth, senior and special needs groups within the City.

FISCAL IMPACT:
There are no fiscal impacts associated with submission of the City's 2018-2019 CAPER to HUD.

ENVIRONMENTAL ANALYSIS:
There is no environmental impact associated with the submission of the 2018-2019 CAPER, or submission of the report to HUD. This action is exempt from the National Environmental Policy Act and does not constitute a project under the California Environmental Quality Act.

PREPARED BY: CLINT WHITED, CDBG CONSULTANT

REVIEWED BY: CYNTHIA LARA, ADMINSTRATIVE SERVICES MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachment:
1. 2018-2019 Consolidated Annual Performance and Evaluation Report.



DRAFT

2018/2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2018 THROUGH JUNE 30, 2019

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Corona's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds during the fourth program year of the 2015-2019 Consolidated Plan period, covering July 1, 2018 to June 30, 2019.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, implements housing, community and economic development projects and also awards public service capacity building grants to nonprofit organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG and HOME programs generally provide for a wide range of eligible activities for the benefit of Corona residents.

For the 2018-2019 program year, the City received $1,215,328 of CDBG funds and $472,950 of HOME funds from HUD, which were combined in the Action Plan with $169,490 of prior year unspent CDBG funds for a total investment of $1,857,768. This investment of CDBG and HOME funds was a catalyst for positive change in the community. Together with other federal, state and local investments, HUD resources allowed the City and its community partners to:

- Provide fair housing services to 1,671 residents
- Bring 158 housing units into compliance with local codes
- Provide Graffiti Removal services throughout the CDBG Target Areas
- Complete the design phase for the replacement of damaged sidewalks, curbs and gutters serving 29,910 residents in the CDBG Target Areas
- Provide public services for 227 low-and moderate-income residents
- Provide public services for 136 residents with special needs
- Provide homelessness prevention and assistance services to 6 residents
- Provide homeowner housing rehabilitation to two households
- Provide microenterprise business technical assistance services to 10 low- and moderate-income Corona entrepreneurs

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2019, arranged by each of the Strategic Plan Goals included in the 2015-2019 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan & Program Year to Date

Goal	Category	2018-2019 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2018-19 Program Year 4		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Development	Affordable Housing	No projects in 2018-19 Action Plan	Rental units constructed	Household Housing Unit	60	0*	0.00%	0	0	0.00%
Affordable Housing Preservation	Affordable Housing	HOME: $0	Rental Units Rehabilitated	Household Housing Unit	4	0*	0.00%	0	0	0.00%
Affordable Housing Preservation	Affordable Housing	CDBG: $259,253 HOME CHDO: $70,943	Homeowner Housing Rehabilitated	Household Housing Unit	100	63	63.00%	22	7	31.81%
Fair Housing Services	Affordable Housing	CDBG: $18,000	Other	Other	5,000	5,854	117.08%	1,000	1,671	167.10%
Homelessness Prevention and Assistance	Homeless	CDBG: $25,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	900	239	26.55%	6	6	100.00%
Neighborhood Services	Neighborhood Services	CDBG: $112,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	299,100	239,280	80.00%	59,820	59,820	100.00%
			Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	1,500	887	59.13%	75	158	210.67%

Goal	Category	2018-2019 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2018-19 Program Year 4		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: $600,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	149,550	63,460	42.43%	29,910	0	0.00%
Services for low- and moderate-income residents	Public Services	CDBG: $81,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,750	1,135	64.86%	220	227	103.18%
Services for Residents with Special Needs	Public Services	CDBG: $44,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	800	596	74.50%	171	136	79.53%
Small business creation and expansion	Non-Housing Community Development	CDBG: $20,000	Businesses assisted	Other	75	49	65.33%	12	10	83.33%.

*Under the goal for Affordable Housing Development, 85 units of affordable rental housing are in construction resulting from the allocation of HOME funds in 2017-2018. The East 6th Street Family Apartments project will be completed during the 2019-2020 Program Year. The 2017-2018 CDBG-funded infrastructure improvements that support the East 6th Street Family Apartments project finished construction August 2019.

*Under the goal for Affordable Housing Preservation – rehabilitation of four (4) rental units, no projects were identified, and no funds were awarded for this activity type.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the program year, the City and its housing and community development partners made progress on all 2018-2019 activities. All CDBG and HOME funded activities addressed specific high priority objectives identified in the 2015-2019 Consolidated Plan.

The City of Corona's CDBG Public Service Capacity Building Grant partners selected for the 2018-2019, 2019-2020, and 2020-2021 program years implemented programs that provide critical services to low- and moderate-income residents, residents with special needs and residents who may be facing homelessness. The Corona-Norco Family YMCA's Fine Arts program promoted appropriate educational opportunities in the arts for 108 children at several YMCA sites. The Corona-Norco United Way's Children and Youth Success program provided 75 Corona schoolchildren with the educational support services necessary to succeed in the classroom. The Peppermint Ridge Activity Center program provided space for a variety of program activities designed to enrich the lives of 82 developmentally disabled adults residing at Peppermint Ridge. The Corona-Norco United Way's Children's Wellness Program provided domestic abuse counseling and support services to 54 abused and/or neglected children. The Inspire Life Skills Training program provided housing, living costs, training, mentoring and academic and life skills support to six former foster and at-risk homeless youth as they attend college or vocational school.

To address housing needs, the CDBG-funded Fair Housing Program served 1,671 people, confirming that a high need exists for these services in the community. The CDBG and HOME-funded Residential Rehabilitation Program completed two loans to Corona homeowners to address critical home repair needs to preserve the supply of housing affordable to low- and moderate-income residents. Habitat for Humanity Riverside completed five minor home repair projects in Corona's mobile home parks.

To address community development needs, the City focused on neighborhood services in the CDBG Target Areas, including the Graffiti Removal Program and the Code Enforcement Program. Each program promoted a suitable and sustainable living environment by taking steps to remove unsightly graffiti and promote housing quality standards in neighborhoods containing the oldest housing stock in the City. To address community development needs for infrastructure, the Public Works Department completed the design of the 2018-2019 CDBG Sidewalk Project and will construct the improvements of this multi-year project during the 2019-2020 program year. The sidewalk project will replace damaged sections of sidewalks and to install accessible curb ramps on residential streets in low- and moderate-income areas.

To address economic development needs, the Corona Business Assistance Program provided microenterprise business technical assistance to 10 low- and moderate-income Corona residents who are either starting a small business or expanding an existing small business with five or fewer employees.

Figure 1 – Use of CDBG and HOME Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/19	Percent Spent
1. Affordable Housing Preservation				
Residential Rehabilitation Program	CDBG	$249,253.00	$237,281.21	95.20%
Residential Rehabilitation Program	HOME	$354,712.00	$0.00	0.00%
Habitat for Humanity	CDBG	$10,000.00	$10,000.00	100.00%
CHDO Reserve	HOME	$70,943.00	$0.00	0.00%
	Subtotal	**$684,908.00**	**$247,281.21**	**36.10%**
2. Fair Housing Services				
Fair Housing Services	CDBG	$18,000.00	$18,000.00	100.00%
3. Services for Low-and Moderate-Income Residents				
CNUW - Children and Youth Success Program	CDBG	$22,000.00	$21,748.45	98.86%
Big Brothers Big Sisters - Preventing Violence Against C	CDBG	$22,000.00	$22,000.00	100.00%
Corona-Norco Family YMCA - Fine Arts	CDBG	$22,000.00	$22,000.00	100.00%
Council on Aging - Long Term Care Ombudsman	CDBG	$15,000.00	$14,999.91	100.00%
	Subtotal	**$81,000.00**	**$80,748.36**	**99.69%**
4. Services for Residents with Special Needs				
Peppermint Ridge - Activity Center	CDBG	$22,000.00	$22,000.00	100.00%
CNUW - Children's Wellness Program	CDBG	$22,000.00	$19,249.98	87.50%
	Subtotal	**$44,000.00**	**$41,249.98**	**93.75%**
5. Homelessness Prevention Services				
Inspire Life Skills Training	CDBG	$25,000.00	$17,827.46	71.31%
	Subtotal	**$25,000.00**	**$17,827.46**	**71.31%**
6. Neighborhood Services				
Graffiti Removal	CDBG	$12,500.00	$12,117.92	96.94%
Code Enforcement	CDBG	$100,000.00	$76,351.71	76.35%
	Subtotal	**$112,500.00**	**$88,469.63**	78.64%
7. Public Facilities and Infrastructure Improvements				
2018-2019 CDBG Sidewalk Improvements	CDBG	$600,000.00	$7,820.11	1.30%
	Subtotal	**$600,000.00**	**$7,820.11**	1.30%
8. Small Business Creation and Expansion				
Foundation for CSUSB	CDBG	$20,000.00	$20,000.00	100.00%
	Subtotal	**$20,000.00**	**$20,000.00**	**100.00%**
9. Program Administration				
CDBG Administration	CDBG	$225,065.00	$220,069.07	97.78%
HOME Administration	HOME	$47,295.00	$16,833.66	35.59%
	Subtotal	**$272,360.00**	**$236,902.73**	**86.98%**
	Total for all Goals:	**$1,857,768.00**	**$758,299.48**	**40.82%**

Note: During the program year, there were also expenditures for the 2017-2018 East 6th Street Affordable Housing Infrastructure activity in the amount of $31,918.31 against the 2017 budget of $600,000.

Figure 2 – Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
1. Affordable Housing Preservation			
Residential Rehabilitation Program	Housing Units	17	2
Habitat for Humanity	Housing Units	5	5
CHDO Reserve	-	-	-
2. Fair Housing Services			
Fair Housing Services	People	1,000	1,671
3. Services for Low-and Moderate-Income Residents			
CNUW - Children and Youth Success Program	People	75	75
Big Brothers Big Sisters - Preventing Violence Against Girls	People	25	19
Corona-Norco Family YMCA - Fine Arts	People	100	108
Council on Aging - Long Term Care Ombudsman	People	20	25
4. Services for Residents with Special Needs			
Peppermint Ridge - Activity Center	People	96	82
CNUW - Children's Wellness Program	People	75	54
5. Homelessness Prevention Services			
Inspire Life Skills Training	People	6	6
6. Neighborhood Services			
Graffiti Removal	People	29,910	29,910
Code Enforcement	Housing Units	75	158
7. Public Facilities and Infrastructure Improvements			
2018-2019 CDBG Sidewalk Improvements	People	29,910	0
8. Small Business Creation and Expansion			
Foundation for CSUSB	People	12	10
9. Program Administration			
CDBG Administration	N/A	-	-
HOME Administration	N/A	-	-

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Race/Ethnicity	CDBG	HOME
White	326	0
Black or African American	28	0
Asian	4	0
American Indian or American Native	4	0
Other	24	0
Total	**386**	**0**
Hispanic	236	0
Not Hispanic	150	0

Narrative

Table 2 provides an aggregate of race and ethnicity data for persons and/or household housing units reported as served during the program year based on accomplishment data from CDBG and HOME activities reported in HUD's Integrated Disbursement and Information System (IDIS). Based on IDIS programming for the CAPER template in the eConPlanning Suite, not all racial / ethnic categories are represented. For more detailed demographic information by project or activity, refer to reports PR-03 and PR-23 in Appendix C.

Based on the information in Table 2, a diverse mix of people and/or households benefitted from CDBG and/or HOME funded housing, public facilities or public service projects during the program year.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	$1,384,818	$741,465.82
HOME	$472,950	$16,833.66

Narrative

For the 2018-2019 program year, the City received $1,215,328 of CDBG funds and $472,950 of HOME funds from HUD, which were combined in the Action Plan with $169,490 of prior year unspent CDBG funds for a total investment of $1,857,768. The largest CDBG project this program year was the 2018-2019 CDBG Sidewalk Improvements activity that was allocated $600,000. The project was designed during the 2018-2019 Program Year and will be constructed during the 2019-2020 Program Year. As a result, only $7,820.11 was spent during the Program Year for this large activity.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Areas	38	38	Graffiti Removal, Code Enforcement, 2018-2019 Sidewalk

Narrative

The 2018-2019 Action Plan included investments of $1,384,818 of CDBG funds and $472,950 of HOME funds to benefit low- and moderate-income people throughout the City. Of this amount, $712,500 or 38 percent was intended to exclusively benefit the CDBG Target Areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

All applicants for CDBG funds are strongly encouraged to leverage their CDBG request with other funding sources. This is a factor used when making funding recommendations to the City Council. The City supports applications by other entities for additional federal resources for proposed projects or programs as long as they are consistent with the City's policies, ordinances, and the Strategic Plan.

HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their HOME expenditures during a Federal Fiscal Year. The City of Corona's HOME Match is shown in Table 5.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$8,061,810.23
2. Match contributed during current Federal fiscal year	$450,000.00
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	$8,511,810.23
4. Match liability for current Federal fiscal year	$209,513.91
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$8,302,296.32

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contrib.**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastruc-ture**	**Site Prep., Const. Materials, Donated labor**	**Bond Financing**	**Total Match**
Casa de La Villa-	4/30/19	$450,000	$0	$0	$0	$0	$0	$450,000

Table 7 – Program Income

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	**Amount received during reporting period**	**Total amount expended during reporting period**	**Amount expended for TBRA**	**Balance on hand at end of reporting period**
$0	$243,500.50	$0	$0	$243,500.50

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

	Total	Women Business Enterprises	Male
Contracts			
Number	0	0	10
Dollar Amount	$0	$0	$0
Sub-Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired	0	$0
Businesses Displaced	0	$0
Nonprofit Organizations Displaced	0	$0
Households Temporarily Relocated, not Displaced	0	$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	$0	$0	$0	$0	$0	$0

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	22	7
Number of special-needs households to be provided affordable housing units	0	0
Total	**22**	**7**

Table 12 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	22	7
Number of households supported through the acquisition of existing units	0	0
Total	**22**	**7**

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During 2018-2019, the City preserved and revitalized deteriorated owner-occupied housing by providing loans and grants to improve the City's aging single-family housing stock as part of the Residential Rehabilitation Program implemented by the Community Development Department and the Helping Hands program implemented by Habitat for Humanity of Riverside County. The Residential Rehabilitation Program offers loans to low-income homeowners who need financial assistance to meet critical home improvement needs. The Helping Hands Program provides minor home repairs to assist owners of mobile home units. Together, these programs completed seven rehabilitation projects. In 2017-2018, the City allocated funds to the East 6th Street Apartments project, which is under construction and will be completed during the 2019-2020 Program Year to bring 85 units of new affordable rental housing to the City of Corona.

Accomplishments for the East 6th Street Apartments will be reported in a future CAPER upon occupancy.

Discuss how these outcomes will impact future annual action plans.

In future annual action plans, the City will be operating under a new 2020-2024 Consolidated Plan – Strategic Plan that considers updated housing and economic data, as well as consultation with residents and stakeholders. These outcomes will be considered when determining the capacity of the City and its partners to accomplish certain numerical goals related to the new Strategic Plan. Preliminary analysis of data for that planning effort suggests what the City already knows, which is that residents are increasingly burdened by rising housing costs and that some property owners are not willing or able to invest in maintaining habitable property conditions. This problem is particularly evident within the CDBG Target Areas, where many neighborhoods include housing units that were built 50-100 years ago.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Persons Served

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	2	0
Low-income	3	0
Moderate-income	2	0
Total	**7**	**0**

Narrative Information

The 2015-2019 Consolidated Plan - Strategic Plan identified high priority affordable housing need to preserve the supply of affordable housing. To accomplish this goal, the City allocated CDBG and HOME funds to the Residential Rehabilitation Program and the Habitat for Humanity "A Brush with Kindness" programs. Together, these programs served seven households including two extremely-low income, three low-income and two moderate-income households.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City currently deploys two key assets to contact and engage unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources. The first is the City of Corona Police Department Homeless Outreach and Psychological Evaluation (HOPE) Team that has been in place since 2015, comprised of two full-time Corona Police officers specially trained in solving homeless-related problems and knowledgeable about local and regional resources. The second is City Net, a team of nonprofit professionals recently contracted by the City of Corona to work to end street-level homelessness through the coordination of community efforts and activities. City Net also deploys staff in direct service provision through street outreach and case management services. Street outreach seeks to connect unsheltered homeless neighbors with emergency shelter, housing, or critical services, and providing urgent, non-facility-based care. These activities are intended to help homeless neighbors obtain appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; housing stability case management; and other Federal, State, local, or private assistance available to assist the program participant in obtaining housing stability. City Net also works to mobilize community resources, including meals, volunteers, donations and advocacy, to coordinate care in emergency shelters, parks, and other public areas where homeless neighbors live. These efforts seek to reduce wasteful duplication and fill missing gaps in the continuum of care, with the long-term goal of ending homelessness by providing homeless neighbors a stable context in which their emergency needs are met, so they can work on long-term housing plans. Additional information—including City Net homeless dashboard reports summarizing the work performed each month and a list of resources to address homelessness—may be found on the City website at https://www.coronaca.gov/government/departments-divisions/city-manager-s-office/homeless-solutions.

Through these investments in outreach, assessment and connection to appropriate resources, the City will significantly reduce the number of homeless occupying areas not meant for human habitation such as parks, alleys, canyons, commercial and industrial areas.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Corona supports the efforts of the Riverside County Continuum of Care (CoC) and its member organizations that address homelessness. During the last year, the City of Corona used non-HUD resources to contract shelter beds with Path of Life's Community Shelter Program and the Path of Life Family Shelter to increase local capacity to address the emergency shelter needs of homeless persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Riverside County CoC Ten Year Plan to End Homelessness included a goal to establish countywide protocols and procedures to prevent people from being discharged from public and private institutions of care into homelessness that will help decrease the number of persons being discharged into homelessness by at least 10 percent annually. The CoC is seeking improve coordination among publicly and privately funded institutions of care and local service agencies in the County of Riverside in order to decrease the number of persons being discharged into homelessness annually.

With limited CDBG and HOME resources available, the City is investing CDBG funds through the Public Service Grant NOFA to the one applicant that applied for funds to provide homelessness prevention services, Inspire Life Skills Training. Additionally, the City continues to invest general funds through the Police Department budget to provide two full-time dedicated HOPE Team officers that will connect unsheltered homeless individuals and families with emergency shelter, transitional housing and permanent housing opportunities, as well as other services to address special needs such as drug and alcohol rehabilitation and mental health services. In recognition of the significant increase in the number of unsheltered homeless people in public places in late 2018 and early 2019, the City contracted with City Net to bolster local capacity to conduct street outreach and connect homeless individuals and families to appropriate resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Throughout the year, the City's HOPE Team and City Net worked to connect chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth with available resources through the Riverside County CoC, which is comprised of a network of public, private, faith-based, for-profit, and non-profit service providers who utilize several federal, state and local resources to provide services for homeless people. The goal is to help unsheltered homeless people make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units.

The non-profit and faith-based community plays a key role in the current CoC system. Dozens of agencies throughout the County provide programs ranging from feeding the homeless on the street to creating permanent supportive housing opportunities. These services are available to homeless families with children, and single men and women. The non-profit and faith-based community also serves special needs populations, such as victims of domestic violence, veterans, the disabled and youth.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Corona Housing Authority was established February 16, 2011 pursuant to City Council Resolution 2011-009 to actively improve existing neighborhoods and develop affordable housing opportunities using local, state, and federal resources. The Corona Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Housing Authority of the County of Riverside (HACR).

The mission of HACR is "to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency."

HACR administers Section 8 to provide rental assistance to low-income families, senior citizens, and disabled individuals. Over the last year, Corona households held 323 Section 8 Housing Choice Vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACR maintains active resident councils at all public housing developments and includes resident members on its Board of Directors. HACR constantly seeks feedback from residents on improvements and planning documents to ensure activities are meeting the needs of residents.

HACR maintains a home ownership program for current public housing tenants through its Homeownership Program. HACR also links its Homeownership Program with its Family Self-Sufficiency Program to help households save money for a down payment through an escrow account.

Actions taken to provide assistance to troubled PHAs

Not applicable. HACR is designated as High Performing PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the development of the 2013-2021 Housing Element, the City evaluated significant public policies affecting affordable housing development such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges and growth limitations. Based on this evaluation, the City determined that it has taken all necessary steps to ameliorate the negative effects of public policies that may have been a barrier to affordable housing. Moreover, the City is actively engaged with affordable housing developers concerning the siting of affordable housing and ensuring that the entitlement process runs smoothly from inception to completion.

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

The two primary barriers to affordable housing identified in the 2015-2019 consolidated plan include housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

The elimination of local Redevelopment Agencies by the State of California resulted in the loss of a crucial resource for the development and preservation of affordable housing. This was the most significant public policy change impacting affordable housing and residential investment. While there are mechanisms whereby certain affordable housing assets tied to the former Redevelopment Agencies may be utilized today, these resources are finite and scarce. In fact, after CHA acquires property and provides development assistance for a planned 100+ unit development, CHA funding will be depleted. Therefore, with no reoccurring funding source, CHA will not have the resources to create new units or purchase of affordable covenants, or rehabilitate existing units.

In the implementation of the 2018-2019 Action Plan, the City invested CDBG and HOME funds to preserve and maintain affordable housing through the City of Corona Residential Rehabilitation Program that provided two forgivable loans of approximately $25,000 each to low- and moderate-income owners of single-family housing. Additionally, the Habitat for

Humanity “A Brush with Kindness” program provided minor exterior home repairs to five owner-occupied single-family or manufactured housing units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City is investing CDBG and HOME funds through the 2018-2019 Action Plan in projects that provide loans to low- and moderate-income homeowners for home improvements, projects that provide public and neighborhood services to low- and moderate-income people and those with special needs, and projects that prevent homelessness. To address underserved needs, the City allocated 100 percent of its non-administrative CDBG and HOME investments for program year 2018-2019 to projects and activities that benefit low- and moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Corona Residential Rehabilitation Program will conduct lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and will incorporate safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2015-2019 Consolidated Plan - Strategic Plan and the 2018-2019 Annual Action Plan will help to reduce the number of poverty-level families by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness;
- Supporting housing preservation programs that assure low income households have a safe, decent and appropriate place to live;
- Supporting public services for low- and moderate-income residents including those with special needs and those at-risk of homelessness offered by nonprofit organizations receiving CDBG Public Service Capacity Building Grants; and
- Promoting economic opportunity for low- and moderate-income residents who own

microenterprise businesses (five or fewer employees) or who are starting businesses.

In addition to these local efforts, mainstream state and federal resources also contribute to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provide pathways out of poverty for families who are ready to pursue employment and educational opportunities. Additionally in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together, these programs provide individuals and families with employment assistance, subsidy for food, medical care, childcare and cash payments to meet basic needs such as housing, nutrition and transportation. Other services are available to assist persons suffering from substance abuse, domestic violence and mental illness.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Corona is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City. To support and enhance this existing institutional structure, the City of Corona collaborated with affordable housing developers and nonprofit agencies receiving CDBG and HOME funds through the 2018-2019 Annual Action Plan to ensure that the needs of low- and moderate-income residents are met as envisioned within the 2015-2019 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Corona—particularly the CDBG Target Areas.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The 2015 Analysis of Impediments to Fair Housing Choice (A.I.) identified the following two impediments:

Impediment No. 1: Lack of Access to Home Improvement Financing
The inability to fund home rehabilitation was identified in the 2010-14 A.I. as an impediment to lower and moderate income households and Hispanic households. According to the 2010-14 A.I., the CDBG target areas are located in the northern and central portions of the City, where much of the City's older housing stock is located. These areas have a higher concentration of lower and moderate income persons and Hispanic persons than the rest of the City. These

groups are more likely to be denied private home improvement loans.

Recommendation: Data suggested that the income and demographics of the CDBG target areas has not changed in a substantial way since 2010. Further, the housing stock continues to age and access to home improvement loans for low- and moderate-income homeowners remains a challenge. It is recommended that the City to continue to offer the Residential Rehabilitation Program to increase opportunities for low-and moderate-income households to improve their homes. The City should also continue to implement a robust community outreach effort to ensure that available HOME and CDBG resources are deployed quickly to maintain decent housing. As noted in the 2013-21 Housing Element, the City's objective is to assist 120 households during the planning period, with an average of 15 households annually.

2018-2019 Status: In Progress. 18 Corona homeowners were assisted with housing rehabilitation financial assistance during the 2015-2016 program year, 26 Corona homeowners were assisted during the 2016-2017 program year, 12 homeowners received assistance during the 2017-2018 program year, and seven homeowners received assistance during the 2018-2019 program year.

Impediment No. 2: Limited Access to Home Purchase Loans

Black and Hispanic households have limited access to conventional home purchase loans due to disproportionate denial rates compared to households of other racial groups. According to the 2010-14 A.I., Hispanic households comprised 40 percent of the City's population, but they only represented 21 percent (827 out of 3,981) of conventional home purchase loan applicants in 2008 and had the second highest denial rate (27 percent). Black applicants, which represented 3 percent of applicants (111 out of 3,981) had the same denial rate at Hispanic households. American Indians had the highest denial rate (50 percent), however only 4 out of 3,981 applicants were American Indian thus this is not statistically significant. The denial rate for conventional home purchase loan applications in 2008 was nearly twice as high for Hispanic and Black households compared to White and Asian and Pacific Islander households, which had denial rates of 16 percent and 15 percent, respectively.

According to the 2007-11 American Community Survey (ACS), the Hispanic population grew slightly, comprising 42.8 percent of the City's population. However, the number of Hispanics that applied for conventional home purchase loans decreased. Out of the 2,248 conventional home purchase loan applications in 2012, only 11.6 percent were Hispanics. While Hispanics still had one of the lowest approval rates amongst groups that applied for all home loans, their approval rate did improve. In 2012, only 11.5 percent of Hispanic applicants were denied of a conventional home purchase loan an improvement from the 27.0 percent denial rate in 2008 according to the Home Mortgage Disclosure Act (HMDA) data. African Americans represented 5.4 percent of the City's population, and only 1.5 percent applied for conventional home purchase loans. The denial rate of 23.5 percent is relatively similar what it was in 2008.

Differences in approval rates for home loan applications amongst both minority groups do not

necessarily reflect discriminatory practices. Differences could be due to credit scores, employment history, knowledge of the lending process, debt-income ratio, or other factors. Nonetheless, the dramatic drop in the number of conventional home purchase loan applications for Hispanics and African Americans could be subject to additional examination.

Recommendation: It is recommended that the City work with its fair housing service provider to continue to monitor HMDA data to ensure that discrimination practices such as loan denial on the basis of race and ethnicity may be detected.

2018-2019 Status: The Community Development Department – Housing Services Division reviewed 2017 (latest available) HMDA data during the 2018-2019 Program Year, breaking all residential loan applications filed during that calendar year into nine categories (by loan type – purchase, improvement, refinance; and by income level – less than 80 percent of AMI, 80-120 percent of AMI, and above 120 percent of AMI) and then further evaluating the loan approval rates within each category by the reported race/ethnicity of the applicant. The result of this evaluation was that there were 12 out of 54 possible instances where one racial or ethnic group had an approval rate that was disproportionately lower (10 percentage points or more) than the category being evaluated. Those instances of disproportionately lower approval rates included:

- Seven instances of disproportionately lower approval rates for groups earning less than 80 percent of AMI
    - Home Purchase approval rate: 89.84 percent
        - Hispanic: 66.67 percent
        - White: 73.91 percent
        - African American: 50.00 percent
    - Home Improvement approval rate: 53.27 percent
        - All Others: 25 percent
    - Home Refinance approval rate: 80.99 percent
        - Hispanic: 68.07 percent
        - Asian: 52.38 percent
        - All Others: 66.67 percent
- Four instances of disproportionately lower approval rates for groups earning between 80 and 120 percent of AMI:
    - Home Improvement approval rate: 66.10 percent
        - All Others: 50.00 percent
        - Decline or N/A: 50.00 percent
    - Home Refinance approval rate: 73.36 percent
        - African American: 51.85 percent
        - All Others: 56.25 percent
- One instance of a disproportionately lower approval rate for one group earning over 120 percent of AMI:
    - Home Improvement approval rate: 78.16 percent
        - Decline or N/A: 59.52 percent

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG and HOME funds are used efficiently and in compliance with applicable regulations, the City provides technical assistance to all subrecipients at the beginning of each program year and monitors subrecipients throughout the program year.

Technical Assistance

To enhance compliance with federal program regulations, the City provides an annual Notice of Funding Availability (NOFA) workshop to review the Plan goals, program requirements and available resources with potential applicants. Subsequent to the approval of the Annual Action Plan, a mandatory subrecipient workshop is held to review program regulations in detail, to provide useful forms and resources for documenting compliance and to review the City's compliance procedures and requirements. Additionally, individualized technical assistance is provided on an as-needed basis throughout a program year.

Activity Monitoring

All activities are monitored, beginning with a detailed review upon receipt of an application to determine eligibility, conformance with a National Objective and conformance with a Plan goal. This review also examines the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients are required to submit an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed with the applicant. Eligible applications are then considered for funding. Once funded, desk monitoring includes ongoing review of required quarterly performance reports. For CDBG public service activities, an on-site monitoring is conducted once every two years, or more frequently as needed to ensure compliance. These reviews include both a fiscal and programmatic review of the subrecipient's activities. The reviews determine if the subrecipient is complying with the program regulations and City contract. Areas routinely reviewed include overall administration, financial systems, appropriateness of program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement toward achieving contractual goals. Following the monitoring visit, a written report is provided delineating the results of the review and any findings of non-compliance and the required corrective action. Subrecipients normally

have 30 days to provide the City with corrective actions taken to address any noted findings. Individualized technical assistance is provided, as noted above, as soon as compliance concerns are identified. For CDBG capital projects, monitoring also includes compliance with regulatory agreement requirements. For HOME funded activities, annual monitoring is undertaken to ensure that for renter occupied units, household income, rents and utility allowances are in compliance with applicable limits pursuant to the affordability covenant. For ownership units, annual monitoring of occupancy is conducted throughout the affordability period.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Sentinel Weekly News on August 28, 2019 notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notices is included in Appendix A.

The draft CAPER was available on the City website and at the following locations:

City Hall: Community Development Department
400 S. Vicentia Avenue
Corona, California 92882

City Hall: City Clerk's Office
400 S. Vicentia Avenue
Corona, California 92882

Corona Public Library – Reference Desk
650 S. Main Street
Corona, California 92882

A public hearing was conducted before the City Council on Wednesday, September 18, 2019 to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CDBG funds are making a significant impact on strategies to address the high priority needs. As shown in Figure 1 in section CR-05, CDBG funds are contributing to eight of the nine Strategic Plan goals. No applications were received to address the Strategic Plan goal for Affordable Housing Development.

Affordable Housing Preservation

In the area of affordable housing, the Residential Rehabilitation Program provided two forgivable loans of approximately $25,000 to low-income owners of single-family housing, or up to $25,000 grants to owners of manufactured units. The Habitat for Humanity A Brush With Kindness program provided minor exterior home repairs for five owner-occupied housing units.

Fair Housing Services

The Fair Housing Council of Riverside provides the City with outreach, education and enforcement activities, including landlord-tenant matters. This activity served 1,671 residents.

Services for Low –and Moderate-Income Residents

To support Services for Low-and Moderate-Income residents, the City provides funding for the United Way Children and Youth Success program, which provided afterschool tutoring and academic enrichment services to 75 schoolchildren. The YMCA Fine Arts program provided 108 children with fine arts education activities. The Big Brothers Big Sisters of the Inland Empire Preventing Violence Against Girls program provided a comprehensive mentoring program for 19 girls. The Council on Aging Long Term Care Ombudsman visited state-licensed care facilities in Corona and provided direct services to 25 disabled seniors.

Services for Residents with Special Needs

To support Services for Residents with Special Needs the City provides funding to Corona-Norco United Way and Peppermint Ridge. The United Way Children's Wellness Program provided counseling services to 54 Corona residents who experienced domestic violence and/or child abuse in the home. The Peppermint Ridge Activity

Center program provided advocacy and wellness support to 82 adults with a range of developmental and intellectual disabilities.

Homelessness Prevention Services

To support Services for Homelessness Prevention Services the City provides CDBG funding to Inspire Life Skills Training. The Inspiring Hope Program provided housing, living costs, training and academic and life skills support to six former foster and at-risk homeless youth as they attend college or vocational school.

Neighborhood Services

To support Neighborhood Services the City provides funding to the Graffiti Removal Program and the Code Enforcement Program. 29,910 residents benefited from the Graffiti Removal Program. The Code Enforcement Program brought 158 homes located in the CDBG Target Areas into compliance with local codes.

Public Facilities and Infrastructure

To improve City public facilities and infrastructure to benefit low- and moderate income people or those presumed under HUD regulations to be low- and moderate-income such as elderly people and disabled adults, the City provided funding to improve sidewalks, driveway approaches, pedestrian curb ramps and cross gutters within residential neighborhoods located in the CDBG target Areas.

Small Business Creation and Expansion

To support Small Business Creation and Expansion the City provides funding to the Corona Business Assistance Program the activity helped 10 low-and moderate-income enterprise business owners or persons interested in forming microfunding options, marketing, management, human resources, accounting and financial management.

Should any challenges arise in the implementation of CDBG-funded activities, the City will pro-actively identify additional opportunities to invest CDBG funds to meet Strategic Plan goals.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the program year, the City inspected the HOME-assisted property listed below to determine compliance with the housing codes and other applicable regulations. Where any deficiencies existed, the property owner and property management were notified to make repairs and City staff followed up to ensure completion.

- Mission Apartments – 12 units – passed

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The Mission Apartments follows an Affirmative Fair Housing Marketing Plan. During annual monitoring, the annual Affirmative Fair Housing Marketing Report and waitlist are reviewed to ensure compliance with HUD requirements to affirmatively further fair housing choice.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the HOME program, $243,500.50 of HOME program income was receipted during the 2018 program year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2018-2019 Action Plan, the City invested HOME funds to preserve and maintain affordable housing through the Residential Rehabilitation Program. Two projects were underway as of June 30, 2019 and will be reported when completed during the 2019-2020 Program Year.

File #: 19-0779

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
City Council consideration of Precise Plan 2018-0005, for the review of the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres (located north of west Sixth Street and east of Smith Avenue at 1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC)

RECOMMENDED ACTION:
That the City Council:

1. Take no action, thereby affirming the Planning and Housing Commission's action granting PP2018-0005, based on the findings contained in the staff report and conditions of approval.

   OR

2. Set the item for review at a subsequent meeting.

ANALYSIS:
PP2018-0005 is an application by Fitness International, LLC for the review of a 37,000 square foot building for LA Fitness. The project site totals five acres and reserves a building pad for the future construction of 9,300 square foot commercial building. The project site located at 1415 and 1435 West Sixth Street is in the C-3 (General Commercial) zone, which allows athletic clubs.

The project site is vacant and has been for approximately 30 years. Existing development however is located to the east, west and north of the project site. Commercial development is to the east and west and residential is to the north. The C-3 zone requires a front yard setback of 10 feet and a landscape setback of 20 feet in areas adjacent to a residential zone. The LA Fitness health club building will be set back approximately 323 feet from the front property line adjacent to west Sixth Street, 98 feet from the rear property line adjacent to the existing residences, 90 feet from the east property line, and 92 feet from the west property line. Landscape setbacks are also provided at ´1065

feet along the front and side property lines, and 20 feet along the rear property line. Therefore, the building meets all the required setbacks of the zone.

On the northeast corner of the property there is a 35'x107' retention area infiltration system that abuts Pleasant View Avenue to the north. The area will consist of landscaping and hardscape and will capture additional runoff created by the proposed health club project. This area will be secured on all sides with a six-foot high wrought iron fence with an access gate provided from the project site. This area will be maintained in the same manner as the rest of the project site by the owner's management company.

The operating hours for LA Fitness will be from 4:00 a.m. to 12:00 a.m., Monday through Thursday, 4:00 a.m. to 10:00 p.m. on Fridays, and 7:00 a.m. to 8:00 p.m. Saturday and Sunday. LA Fitness also adjusts their hours accordingly based on the demand from their patrons and in some cases their locations may operate 24 hours. All operations and activities associated with the health club are done indoors.

Architecture

The building proposed for LA Fitness is a single-story, 35'-5" high structure with CMU splitface block throughout the majority of the building with a precision block accent stripe on the upmost portion of the building and on the bottom portion of the building. The building's main entrance will be on the south elevation facing Sixth Street and will incorporate the national prototype design for LA Fitness, including a large glazed opening at the main entrance, flanked by a vertical tower element finished in longboard aluminum siding in a brown color called Light National Walnut. The longboard siding is textured with powder coating that will provide long lasting high-quality design for many years with no painting or staining required. The upmost portion of the tower will contain a LA Fitness wall sign. An entry column will also be finished with longboard aluminum siding and will contain the LA Fitness logo.

The south elevation of the building will incorporate six openings with suspending eyebrows finished with a clear anodized aluminum with clear glazing. The sides (west and east elevations) of the building will contain CMU splitface columns to break-up the solid wall appearance. The rear of the building, which faces existing single-family residences will incorporate glass blocks to add visual interest and allow natural light into the building, while at the same time eliminating any views into the existing residential properties as the glass is not see-through. The roofline incorporates a raised building element with skylights to provide additional light into the building.

Access, Circulation And Parking

Access to the project site is taken from two proposed driveways on west Sixth Street. The driveways allow full turn movements in and out of the site because of the existing two-way left turn median lane on Sixth Street.

Sixth Street is classified as a four lane mixed-use boulevard on the City's General Plan circulation map. Additionally, the street is fully improved with curb, gutter, parkway, and sidewalk and has an overall width of 80 feet. As part of the project, the applicant is responsible for repairing any curb, gutter, parkway, and sidewalk that needs repair. This typically includes grind and overlay half street plus ten along the property's frontage.

Both buildings will share access and parking via a reciprocal ingress, egress, and parking agreemer...

Per the Corona Municipal Code, the parking required for retail uses within a commercial center of five acres or more are allowed to use a ratio of one parking space for every 250 square feet of building area (1:250). The parking ratio for a health club is one parking space for every 150 square feet of building area (1:150) and parking for eating establishments is one parking space for every 100 square feet of building area (1:100). The proposed LA Fitness health club requires 247 parking spaces.

Although the future uses for Pad B are unknown the applicant is proposing parking to accommodate a mix of eating establishments and retail uses. Pad B includes 4,200 square feet for retail space and 5,100 square feet for eating establishments. The total parking for Pad B requires 68 parking spaces. Based on the combined uses proposed for the center at this time, a total of 315 parking spaces are required and provided. Table A depicts the parking requirements for the center.

Table A

Parking Summary

Use	Square Footage	Parking Ratio	Parking Required	Parking Provided
Pad A				
LA Fitness	37,000	1:150	247	--
Pad B				
Retail	4,200	1:250	17	--
Restaurant	5,100	1:100	51	--
Total Required and Provided			315	315

Landscaping

The landscaping associated with the LA Fitness building and parking lot will be done in this phase, including the parking spaces being established for Pad B. However, the dirt pad for Pad B will be covered in a hydroseed mix until the pad is ready to be developed. The retention infiltration area located on the northeast side of the property adjacent to Pleasant View Avenue, will contain filter fabric with crushed rock. The plant pallet features a variety of drought tolerant materials including six types of trees, flowering shrubs, and groundcover. The main entrance along Sixth Street will be enhanced with 24-inch box trees. The tree landscaping in the parking lot and along the remaining perimeters will include a combination of 24- and 36-inch box trees.

Fence And Walls

The applicant will construct a new six-foot high decorative block wall along the east and west perimeters. Along the north perimeter a combination retaining wall and freestanding block wall will be constructed. The height of the retaining wall ranges from zero to four feet and the freestanding block wall is 6 feet high. Because the existing residential properties are at a slightly lower grade elevation than the project site, the retaining wall is required in order to provide the residences a clean wall line along the property line. Once the wall is constructed along the property line shared with the adjacent residences, the residents will be allowed to remove their existing wood fence and utilize the new block wall.

Signage

A freestanding pylon sign is also proposed at the front of the project site near Sixth Street. The overall height of the pylon sign will be 15 feet with a sign area of approximately 50 square feet p

sign face. The post will have a stone veneer base and a decorative pole. The pylon sign is also required to comply with the sign standards under Chapter 17.74 of the Corona Municipal Code in terms of allowable square footage, height, and location.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $13,351.75 in application processing fees for the precise plan.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Shah/Jones) and carried unanimously, that the Planning and Housing Commission adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan and Resolution No. 2540 granting PP2018-0005, based on the findings contained in the staff report, the conditions of approval and the added conditions of approval requiring security cameras to be installed in the parking lot, temporary security fencing around Pad B, and parking lot light standards that prevent spillover glare on to the adjacent residential properties. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit 1 - Locational and Zoning Map.
2. Exhibit 2 - Site Plan for PP2018-0005.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
4. Exhibit 4 - Draft Minutes of the Planning and Housing Commission meeting of August 26, 2019.

APPLICANT INFORMATION

Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612

File #: 19-0779

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:
City Council consideration of Precise Plan 2018-0005, for the review of the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres (located north of west Sixth Street and east of Smith Avenue at 1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC)

RECOMMENDED ACTION:
That the City Council:

1. Take no action, thereby affirming the Planning and Housing Commission's action granting PP2018-0005, based on the findings contained in the staff report and conditions of approval.

   OR

2. Set the item for review at a subsequent meeting.

ANALYSIS:
PP2018-0005 is an application by Fitness International, LLC for the review of a 37,000 square foot building for LA Fitness. The project site totals five acres and reserves a building pad for the future construction of 9,300 square foot commercial building. The project site located at 1415 and 1435 West Sixth Street is in the C-3 (General Commercial) zone, which allows athletic clubs.

The project site is vacant and has been for approximately 30 years. Existing development however is located to the east, west and north of the project site. Commercial development is to the east and west and residential is to the north. The C-3 zone requires a front yard setback of 10 feet and a landscape setback of 20 feet in areas adjacent to a residential zone. The LA Fitness health club building will be set back approximately 323 feet from the front property line adjacent to west Sixth Street, 98 feet from the rear property line adjacent to the existing residences, 90 feet from the east property line, and 92 feet from the west property line. Landscape setbacks are also provided at ´1070

feet along the front and side property lines, and 20 feet along the rear property line. Therefore, the building meets all the required setbacks of the zone.

On the northeast corner of the property there is a 35'x107' retention area infiltration system that abuts Pleasant View Avenue to the north. The area will consist of landscaping and hardscape and will capture additional runoff created by the proposed health club project. This area will be secured on all sides with a six-foot high wrought iron fence with an access gate provided from the project site. This area will be maintained in the same manner as the rest of the project site by the owner's management company.

The operating hours for LA Fitness will be from 4:00 a.m. to 12:00 a.m., Monday through Thursday, 4:00 a.m. to 10:00 p.m. on Fridays, and 7:00 a.m. to 8:00 p.m. Saturday and Sunday. LA Fitness also adjusts their hours accordingly based on the demand from their patrons and in some cases their locations may operate 24 hours. All operations and activities associated with the health club are done indoors.

Architecture

The building proposed for LA Fitness is a single-story, 35'-5" high structure with CMU splitface block throughout the majority of the building with a precision block accent stripe on the upmost portion of the building and on the bottom portion of the building. The building's main entrance will be on the south elevation facing Sixth Street and will incorporate the national prototype design for LA Fitness, including a large glazed opening at the main entrance, flanked by a vertical tower element finished in longboard aluminum siding in a brown color called Light National Walnut. The longboard siding is textured with powder coating that will provide long lasting high-quality design for many years with no painting or staining required. The upmost portion of the tower will contain a LA Fitness wall sign. An entry column will also be finished with longboard aluminum siding and will contain the LA Fitness logo.

The south elevation of the building will incorporate six openings with suspending eyebrows finished with a clear anodized aluminum with clear glazing. The sides (west and east elevations) of the building will contain CMU splitface columns to break-up the solid wall appearance. The rear of the building, which faces existing single-family residences will incorporate glass blocks to add visual interest and allow natural light into the building, while at the same time eliminating any views into the existing residential properties as the glass is not see-through. The roofline incorporates a raised building element with skylights to provide additional light into the building.

Access, Circulation And Parking

Access to the project site is taken from two proposed driveways on west Sixth Street. The driveways allow full turn movements in and out of the site because of the existing two-way left turn median lane on Sixth Street.

Sixth Street is classified as a four lane mixed-use boulevard on the City's General Plan circulation map. Additionally, the street is fully improved with curb, gutter, parkway, and sidewalk and has an overall width of 80 feet. As part of the project, the applicant is responsible for repairing any curb, gutter, parkway, and sidewalk that needs repair. This typically includes grind and overlay half street plus ten along the property's frontage.

Both buildings will share access and parking via a reciprocal ingress, egress, and parking agreemer...

Per the Corona Municipal Code, the parking required for retail uses within a commercial center of five acres or more are allowed to use a ratio of one parking space for every 250 square feet of building area (1:250). The parking ratio for a health club is one parking space for every 150 square feet of building area (1:150) and parking for eating establishments is one parking space for every 100 square feet of building area (1:100). The proposed LA Fitness health club requires 247 parking spaces.

Although the future uses for Pad B are unknown the applicant is proposing parking to accommodate a mix of eating establishments and retail uses. Pad B includes 4,200 square feet for retail space and 5,100 square feet for eating establishments. The total parking for Pad B requires 68 parking spaces. Based on the combined uses proposed for the center at this time, a total of 315 parking spaces are required and provided. Table A depicts the parking requirements for the center.

Table A

Parking Summary

Use	Square Footage	Parking Ratio	Parking Required	Parking Provided
Pad A				
LA Fitness	37,000	1:150	247	--
Pad B				
Retail	4,200	1:250	17	--
Restaurant	5,100	1:100	51	--
Total Required and Provided			315	315

Landscaping

The landscaping associated with the LA Fitness building and parking lot will be done in this phase, including the parking spaces being established for Pad B. However, the dirt pad for Pad B will be covered in a hydroseed mix until the pad is ready to be developed. The retention infiltration area located on the northeast side of the property adjacent to Pleasant View Avenue, will contain filter fabric with crushed rock. The plant pallet features a variety of drought tolerant materials including six types of trees, flowering shrubs, and groundcover. The main entrance along Sixth Street will be enhanced with 24-inch box trees. The tree landscaping in the parking lot and along the remaining perimeters will include a combination of 24- and 36-inch box trees.

Fence And Walls

The applicant will construct a new six-foot high decorative block wall along the east and west perimeters. Along the north perimeter a combination retaining wall and freestanding block wall will be constructed. The height of the retaining wall ranges from zero to four feet and the freestanding block wall is 6 feet high. Because the existing residential properties are at a slightly lower grade elevation than the project site, the retaining wall is required in order to provide the residences a clean wall line along the property line. Once the wall is constructed along the property line shared with the adjacent residences, the residents will be allowed to remove their existing wood fence and utilize the new block wall.

Signage

A freestanding pylon sign is also proposed at the front of the project site near Sixth Street. The overall height of the pylon sign will be 15 feet with a sign area of approximately 50 square feet p...

sign face. The post will have a stone veneer base and a decorative pole. The pylon sign is also required to comply with the sign standards under Chapter 17.74 of the Corona Municipal Code in terms of allowable square footage, height, and location.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
The applicant paid $13,351.75 in application processing fees for the precise plan.

ENVIRONMENTAL ANALYSIS:
Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:
At its meeting of August 26, 2019, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Shah/Jones) and carried unanimously, that the Planning and Housing Commission adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan and Resolution No. 2540 granting PP2018-0005, based on the findings contained in the staff report, the conditions of approval and the added conditions of approval requiring security cameras to be installed in the parking lot, temporary security fencing around Pad B, and parking lot light standards that prevent spillover glare on to the adjacent residential properties. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

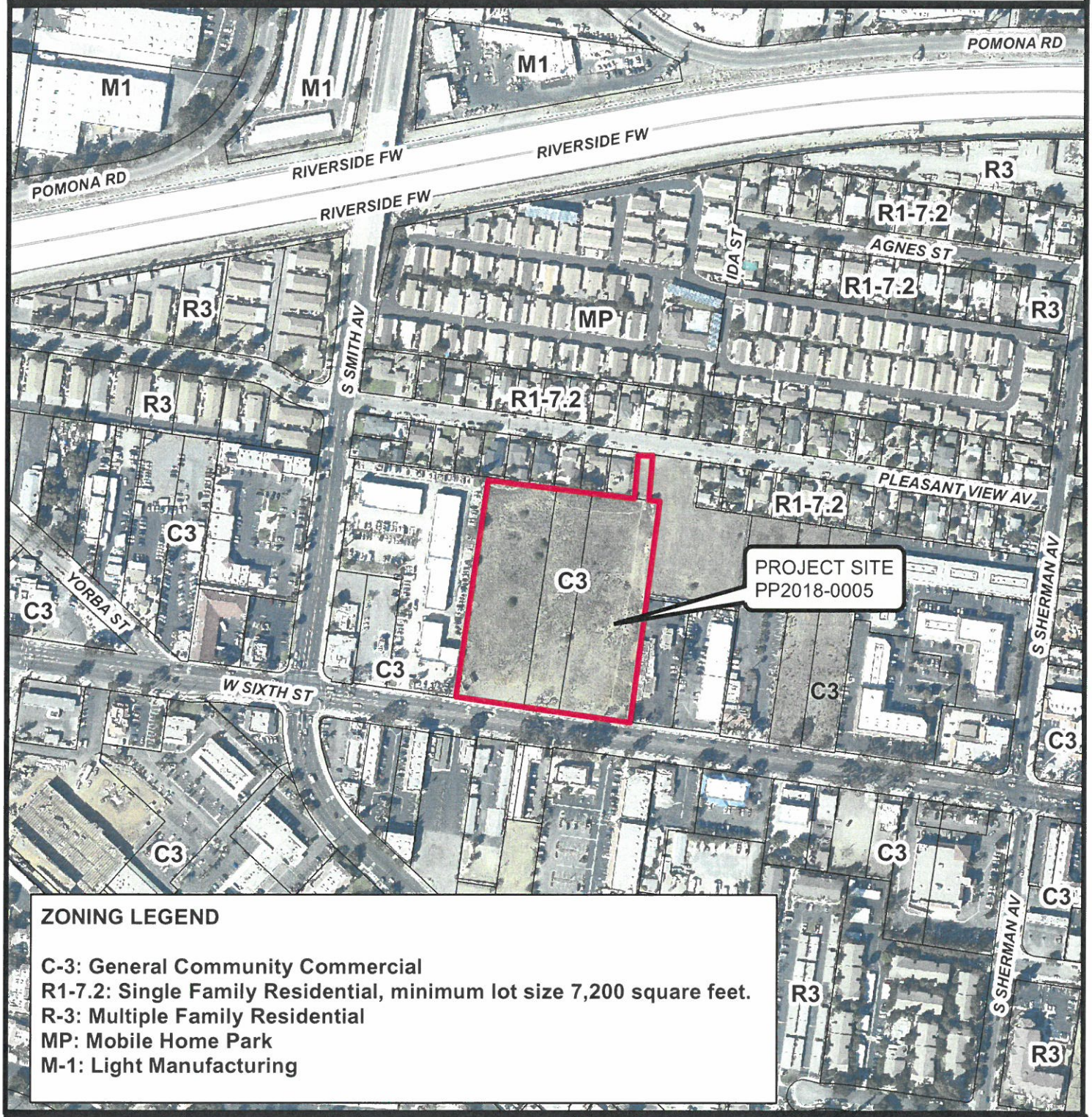
Attachments:

1. Exhibit 1 - Locational and Zoning Map.
2. Exhibit 2 - Site Plan for PP2018-0005.
3. Exhibit 3 - Planning and Housing Commission Staff Report.
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APPLICANT INFORMATION

Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612

LOCATIONAL & ZONING MAP



ZONING LEGEND

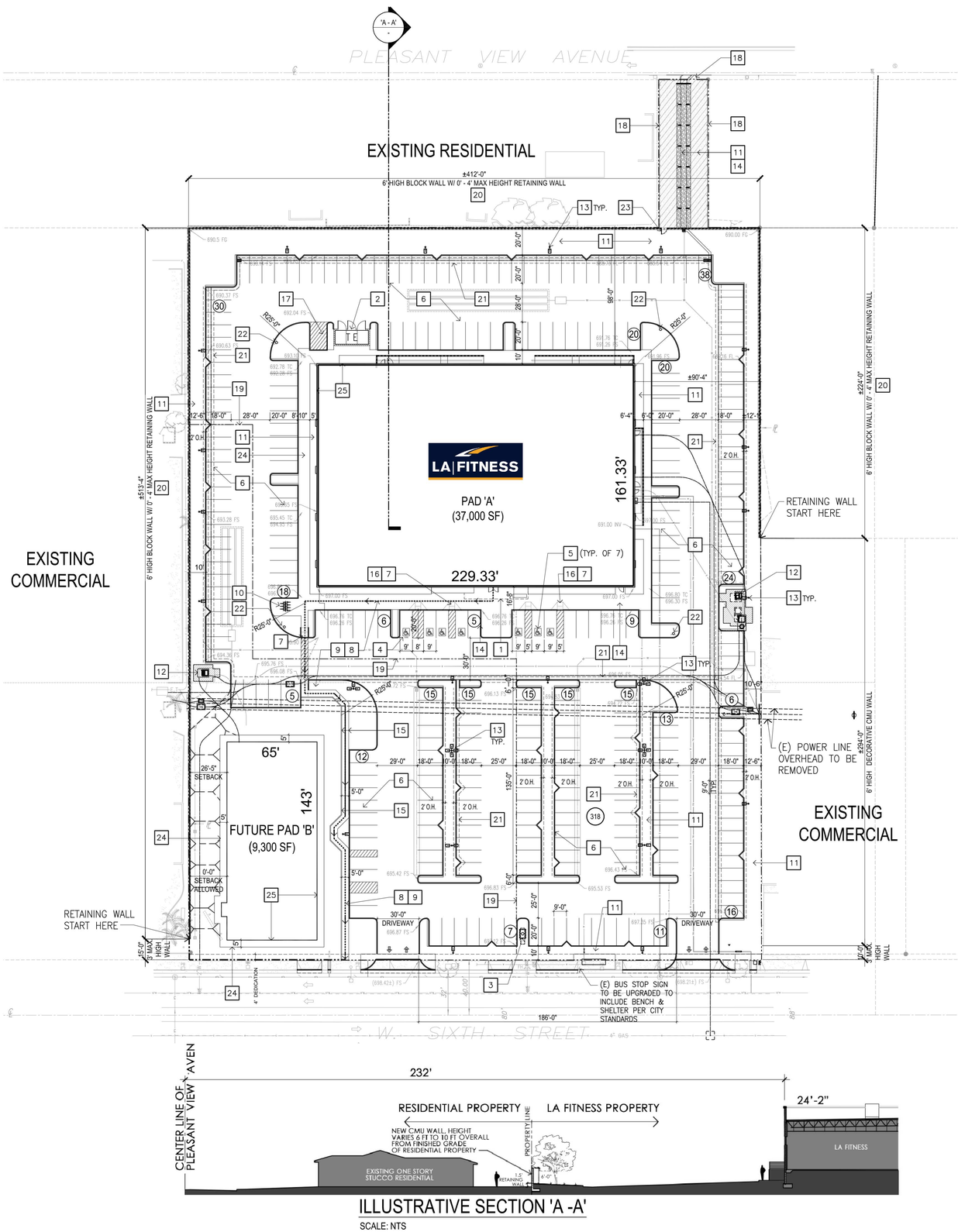
C-3: General Community Commercial
R1-7.2: Single Family Residential, minimum lot size 7,200 square feet.
R-3: Multiple Family Residential
MP: Mobile Home Park
M-1: Light Manufacturing

Date: 08/19/2019

PP2018-0005
1415 and 1435 W. Sixth Street

EXHIBIT 1

DPR2018-0009



ILLUSTRATIVE SECTION 'A -A'
SCALE: NTS

KEY NOTES:

1. LA FITNESS BUILDING ADDRESS. THE NUMBERS SHALL CONTRAST WITH THEIR BACK GROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1. SEE SIGN DWGS.
2. TRASH ENCLOSURE PER CITY STANDARDS
3. NEW PYLON SIGN PER SEPARATE PERMIT
4. VAN ACCESSIBLE PARKING
5. STANDARD ACCESSIBLE PARKING (TYPICAL OF 7 INCLUDED 1 VAN)
6. STANDARD PARKING STALLS
7. TRUNCATED DOMES
8. LINE OF DISABLED ACCESS PATH OF TRAVEL (MIN. 4'-0" WIDE / 5% MAX SLOPE & 2% CROSS SLOPE)
9. ACCESSIBLE ROUTE
10. BICYCLE RACKS
11. LANDSCAPED AREA. SEE LANDSCAPE DRAWINGS & CIVIL SHEET C-2
12. ELECTRICAL TRANSFORMER
13. SITE LIGHT POLE / FIXTURE & BASE
14. HARDSCAPE AREA. SEE LANDSCAPE DRAWINGS
15. REDWOOD HEADER
16. A.D.A. RAMPS
17. LOADING AREA
18. NEW WROUGHT IRON FENCE & GATE PER SEPARATE PERMIT
19. PARCEL LINE PER LLA18-002
20. NEW 6' HIGH DECORATIVE BLOCK & RETAINING WALL. (SEE CIVIL SHEET C-2 & C-4) PER SEPARATE PERMIT. REFER TO SHEET A-4 FOR BLOCK FINISH
21. GUTTER LINE. SEE CIVIL SHEET C-2
22. PROPOSE FIRE HYDRANT. SEE CIVIL SHEET C-4
23. INSTALL 4'-0" METAL GATE FOR ACCESS
24. CONCRETE SIDEWALK
25. BUILDING LINE

THE ZONING & GENERAL PLAN:

ZONING IS C-3 (GENERAL COMMUNITY COMMERCIAL) AND THE GENERAL PLAN DESIGNATION IS GC (GENERAL COMMERCIAL).

FIRE GENERAL NOTES:

1. PLACE FIRE DEPARTMENT DPR COMMENTS ON PLANS AS GENERAL NOTES.
2. ANY REVISED SITE PLAN SHALL BE SUBMITTED TO THE FIRE DEPARTMENT FOR SCREEN CHECK APPROVAL PRIOR TO BUILDING PLAN SUBMITTAL.
3. PLANS SHALL SHOW A MINIMUM DRIVE WIDTH OF 28 FEET.
4. PROVIDE PLANS FOR TWO (2) ALL WEATHER SURFACE ACCESS WAYS TO BE APPROVED BY THE FIRE PREVENTION MANAGER AND CONSTRUCT THE ACCESS WAY(S) TO ACCOMMODATE 70,000 LBS GVW DURING ALL PHASES OF CONSTRUCTION.
5. ALL PROJECTS SHALL COMPLY WITH THE CITY OF CORONA FIRE DEPARTMENT SITE CONSTRUCTION STANDARD. A COPY OF WHICH IS AVAILABLE AT THE FIRE DEPARTMENT COUNTER. PROJECTS SHALL HAVE APPROVED ALL WEATHER ACCESS FROM TWO (2) DIRECTIONS AND FIRE HYDRANTS PROVIDING THE REQUIRED FIRE FLOW TESTED AND ACCEPTED PRIOR TO COMBUSTIBLE CONSTRUCTION.
6. PROVIDE A MINIMUM TWENTY-FIVE (25) FOOT INSIDE AND FIFTY (SO) FOOT OUTSIDE RADIUS FOR ACCESS DRIVE(S).
7. STREET AND DRIVE GRADES SHALL NOT EXCEED 10% UNLESS APPROVED BY THE FIRE CHIEF AND CITY ENGINEER.
8. ANY OVERHEAD OBSTRUCTION SUCH AS THE SECOND STORY OF A BUILDING, PORTE COCHERE, ETC., THAT INTRUDES INTO THE REQUIRED CLEAR WIDTH OF FIRE VEHICLE ACCESS DRIVES SHALL PROVIDE A MINIMUM CLEAR HEIGHT OF FIFTEEN (15) FEET UNLESS OTHERWISE APPROVED BY THE FIRE CHIEF.
9. A KNOX BOX SHALL BE PROVIDED FOR THE FOLLOWING BUILDING(S):
10. A MINIMUM FIRE FLOW OF 3000 GPM SHALL BE PROVIDED.
11. THE FIRE SERVICE WATERLINE SHALL BE LOOPED AND PROVIDED WITH TWO (2) SEPARATE POINTS OF CONNECTION.
12. FIRE HYDRANTS ARE TO BE SPACED A MAXIMUM 250 FEET APART.
13. PROVIDE CLASS A ROOFING MATERIAL.
14. PER 511 OF THE CORONA MUNICIPAL CODE, A PUBLIC SAFETY RADIO COMMUNICATION STUDY IS REQUIRED. CONSULT WITH THE FIRE DEPARTMENT FOR SPECIFIC REQUIREMENTS FOR THIS STUDY.
15. GROVES AND WEED ABATEMENT SHALL BE MAINTAINED SO AS NOT TO POSE A FIRE HAZARD UNTIL TIME OF DEVELOPMENT.
16. A SPECIFIC ADDRESS, ASSIGNED BY THE CITY OF CORONA, SHALL BE PROVIDED FOR EACH BUILDING AS SPECIFIED BY THE FIRE DEPARTMENT ADDRESS STANDARD WHICH CAN BE OBTAINED AT THE FIRE DEPARTMENT COUNTER AT CITY HALL. ADDRESS MUST BE ILLUMINATED DURING ALL HOURS OF DARKNESS.
17. FIRE EXTINGUISHERS SHALL BE PROVIDED PRIOR TO OCCUPANCY. FIRE EXTINGUISHERS SHALL BEAR A CALIFORNIA STATE FIRE MARSHAL'S SERVICE TAG; IT SHALL BE APPROPRIATELY RATED FOR THE HAZARD; IT SHALL BE MOUNTED SO THAT THE TOP OF THE EXTINGUISHER IS NO HIGHER THAN FIVE (5) FEET ABOVE FLOOR LEVEL; AND SHALL BE LOCATED SUCH THAT THE TRAVEL DISTANCE TO AN EXTINGUISHER DOES NOT EXCEED SEVENTY-FIVE (75) FEET.
18. OBTAIN THE FOLLOWING FIRE DEPARTMENT PERMIT(S): PLACE OF ASSEMBLY
19. AT NO TIME SHALL FIRE HYDRANTS OR FIRE LANES BE BLOCKED BY BUILDING MATERIALS, STORAGE, EQUIPMENT, AND/OR VEHICLES.
20. HAZARDOUS MATERIALS DISCLOSURE AND BUSINESS EMERGENCY PLAN REQUIRED TO BE SUBMITTED AND APPROVED PRIOR TO OCCUPANCY OR USE.
21. FR-0098-SUBMIT SEPARATE DETAILED PLANS FOR REVIEW AND APPROVAL OF THE ON-SITE UNDERGROUND FIRELINE, OVERHEAD FIRE SPRINKLERS AND ALARM SYSTEM.

LEGEND:

- PROPERTY LINE
- REDWOOD HEADER
- ACCESSIBLE PATH OF TRAVEL
- RETAINING WALL
- DEDICATION (NEW PROPERTY LINE)
- PARCEL LINE
- SITE LIGHT POLE
- MONUMENT SIGN

TRASH ENCLOSURE PAD 'A'

60 S.F/10,000 S.F
REQUIRED: 3.7X60 =222 S.F
PROVIDED: 12'X26' =312 S.F

PROJECT SUMMARY:

SITE AREA: ±5 ACRE

		PAD BUILDING	
		RETAIL	RESTAURANT
LA FITNESS (PAD 'A')	37,000		
PAD 'B'		4,200	5,100
TOTAL BUILDING	46,300		

PARKING REQUIRED	@ 1/150	@ 1/250	@ 1/100
LA FITNESS (PAD 'A')	247		
RETAIL		17	
RESTAURANT			51
TOTAL REQUIRED	315		
PARKING PROVIDED	315		

40' 0 5' 10' 20' 40' 60' 80'

N TRUE NORTH

A-1

Site Plan

05.30.2019
AO#: 2018-061

Applicant:

LA FITNESS

2600 Michelson Dr. Ste. 300 Irvine, CA 92612 (949) 255 7296

LA FITNESS - Corona, CA

West SIXTH Street, Corona, CA

Architects Orange

144 North Orange St. Orange, CA 92866 (714) 639-9860

EXHIBIT 2

1076

File #: 19-0737

PLANNING AND HOUSING COMMISSION
STAFF REPORT

DATE: 8/26/2019

TO: Honorable Chair and Commissioners

FROM: Community Development Department

APPLICATION REQUEST:
PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

RECOMMENDED ACTION:
That the Planning and Housing Commission adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan and adopt Resolution No. 2540 **GRANTING PP2018-0005**, based on the findings contained in the staff report and conditions of approval.

PROJECT SITE SUMMARY
Area of Property: 5 acres
Existing Zoning: C-3 (General Community Commercial)
Existing General Plan: GC (General Commercial)
Existing Land Use: Vacant lot
Proposed Land Use: Health Fitness Club
Surrounding Zoning/Land Uses:
N: R1-7.2 (Single Family Residential, minimum lot size 7,200 square feet/Single Family residences
E: C-3 (General Community Commercial)/Commercial developments
S: west Sixth Street and C-3 (General Community Commercial)/Commercial Center
W: C-3 (General Community Commercial)/ Commercial Center

BACKGROUND
The project site is 5 acres and currently undeveloped. The Phase I Environmental Site Assessment prepared for the project site by Salem Engineering Group, Inc. (April 19, 2018), provided historical aerial photographs from 1931, which showed the site being used for agricultural purposes along with several structures. In 1961, aerial photographs show several structures and possible motel buildin

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EXHIBIT 3

on the south and southeast portions of the project site. The eastern portion of the property appears to have residential structures and orchards. By 1975 the residential structures were demolished and by 1989 the motel structures were demolished. Since then the project site has remained undeveloped.

The proposed LA Fitness health club was reviewed by staff as DPR2018-0009 on May 10, 2018. The applicant was advised to do community outreach with the adjacent residential neighborhood to the north located on Pleasant View Avenue. On July 16, 2018, a letter was mailed to the six residential properties located adjacent to the project site (1416, 1420, 1424, 1428, 1432 and 1436 Pleasant View Avenue) to introduce the proposed LA Fitness health club. The letter included an aerial map, the landscape plan for the project and the building's floor plan. Additionally, the letter discussed the construction of a new six-foot high CMU block wall along the shared property line of the project site and residential properties. The wall design along this property line will be a combination of retaining and freestanding block walls due to the slight difference in grade. The retaining wall portions range from zero to four feet high and the freestanding block wall be 6 feet high. Cross-sections and wall details were also included with the letter provided to the residences. On August 13, 2018, the applicant mailed letters to all properties within a 500-foot radius, introducing the project and welcoming any feedback. The applicant received one response via email, which was from the property owner at 1416 Pleasant View Avenue inquiring about the portion of the project site that abuts Pleasant View Avenue, which is the retention area infiltration system. Copies of the letters are attached as Exhibits J-K.

The precise plan application was submitted to the city on September 6, 2018 and reviewed by staff at the Project and Environmental Review Committee meeting on September 20, 2018. The Committee issued an application incomplete letter to the applicant indicating the items necessary to complete the application. The application was eventually determined to be complete in July 2019 and cleared for public hearing before Planning and Housing Commission on August 26, 2019.

PROJECT DESCRIPTION

Site Plan

The project site is comprised of two parcels that were created by a lot line adjustment that merged the previous four parcels on the project site into two. The larger parcel is 3.6 acres and contains the majority of the parking lot and the 37,000 square foot LA Fitness building (Pad A). The smaller parcel 1.4 acres and contains a portion of the parking lot and the future 9,300 square foot commercial pad (Pad B). The site will have reciprocal access and parking that will be shared among the tenants of the center.

The main entrance to the health club is located on the southerly side of the building. The building will be surrounded on all four sides by landscaping, sidewalk and parking spaces. The trash enclosure will be located behind the building on the northeasterly side. At this time, Pad B is anticipated to accommodate a building that can be divided into multiple tenant spaces. The final design of the building will be reviewed by staff in the future once the owner has a user or users for the building.

The C-3 zone requires a front yard setback of 10 feet and a landscape setback of 20 feet in areas adjacent to a residential zone. The LA Fitness health club building will be set back approximately 323 feet from the north (front) property line adjacent to west Sixth Street, 98 feet from the south (rear) property line adjacent to the existing residences, 90 feet from the east property line, and 92 feet from the west property line. Landscape setbacks are also provided at 10 feet along the front and side

property lines, and 20 feet along the rear property line. Based on the site design, the project meets the setbacks required by the zone.

On the northeast corner of the property there is a 35'x107' retention area infiltration system that abuts Pleasant View Avenue to the north. The area will consist of landscaping and hardscape and will capture additional runoff created by the proposed health club project. This area will be secured on all sides with a six-foot high wrought iron fence with an access gate provided from the project site. This area will be maintained in the same manner as the rest of the project site by the owner's management company.

Floor Plan

The LA Fitness health club's floor plan in shown in Exhibit C. The health club features a reception area, an office area, a kid's club, men and women lockers, showers, and restrooms. The fitness areas consist of cardio, circuit, free weights, a high intensity/personal training room, an aerobics room, a cycling room, a basketball room, and a lap pool. The main entrance for all patrons and employees is located on the south side of the building.

Operating Hours

The health club's operating hours will be from 4:00 a.m. to 12:00 a.m., Monday through Thursday, 4:00 a.m. to 10:00 p.m. on Fridays, and 7:00 a.m. to 8:00 p.m. Saturday and Sunday. LA Fitness also adjusts their hours accordingly based on the demand from their patrons and in some cases their locations may operate 24 hours. All operations and activities associated with the health club are done indoors.

Architecture

The building proposed for LA Fitness is a single-story structure with CMU splitface block throughout the majority of the building with a precision block accent stripe on the upmost portion of the building and on the bottom portion of the building. The building's main entrance (south elevation) will incorporate the national prototype design for LA Fitness, including a large glazed opening at the main entrance, flanked by a vertical tower element finished in longboard aluminum siding in a brown color called *Light National Walnut*. The longboard siding is textured with powder coating that will provide long lasting high-quality design for many years with no painting or staining required. The upmost portion of the tower will contain a LA Fitness wall sign. An entry column will also be finished with longboard aluminum siding and will contain the LA Fitness logo.

The south elevation of the building will incorporate six openings with suspending eyebrows finished with a clear anodized aluminum with clear glazing. The sides (west and east elevations) of the building will contain CMU splitface columns to break-up the solid wall appearance. The rear (north elevation) of the building, which faces existing single-family residences will incorporate glass blocks to add visual interest and allow natural light into the building, while at the same time eliminating any views into the existing residential properties as the glass is not see-through. The roofline incorporates a raised building element with skylights to provide additional light into the building.

The colors for the building include various shades of grays with brown and tan accent colors. The height of the building is approximately 35'-5" high which is below the 40-foot height limit established by the C-3 zone. The C-3 zone does not prescribe a specific architectural theme for commercial buildings which allows the proposed building to have architectural variation provided there is compatibility among the color and materials with the commercial buildings in the area. The applicant's

elevations are shown in Exhibit D.

Access, Circulation And Parking

Access to the project site is taken from two proposed driveways on west Sixth Street. The driveways allow full turn movements in and out of the site because of the existing two-way left turn median lane on Sixth Street.

Sixth Street is classified as a four lane mixed-use boulevard on the City's General Plan circulation map. Additionally, the street is fully improved with curb, gutter, parkway, and sidewalk and has an overall width of 80 feet. As part of the project, the applicant is responsible for repairing any curb, gutter, parkway, and sidewalk that needs repair. This typically includes grind and overlay half street plus ten along the property's frontage.

Internal circulation is facilitated by several drive aisles located throughout the site, with the two primary drive aisles located on the south side of the property with access from Sixth Street. Additionally, Pads A and B have reciprocal ingress, egress, and parking rights over all the common areas which include the center's driveways, drive aisles, and parking spaces. The shared use of the common areas is established under the center's CCRs.

Per the Corona Municipal Code, the parking required for retail uses within a commercial center of five acres or more are allowed to use a ratio of one parking space for every 250 square feet of building area (1:250). The parking ratio for a health club is one parking space for every 150 square feet of building area (1:150) and parking for eating establishments is one parking space for every 100 square feet of building area (1:100). The proposed LA Fitness health club requires 247 parking spaces.

Although the future uses for Pad B are unknown the applicant is proposing parking to accommodate a mix of eating establishments and retail uses. Pad B includes 4,200 square feet for retail space and 5,100 square feet for eating establishments. The total parking for Pad B requires 68 parking spaces. Based on the combined uses proposed for the center at this time, a total of 315 parking spaces are required and provided. Table A depicts the parking requirements for the center.

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Pad B				
Retail	4,200	1:250	17	--
Restaurant	5,100	1:100	51	--
Total Required and Provided			315	315

Landscaping

The applicant will be landscaping Pad A and the portion of Pad B containing parking spaces. As shown in Exhibit F, the applicant's landscape plan illustrates landscaping around the LA Fitness building, parking lot, and around the property's north, east, west, and south perimeters, with th

exception of the southwest corner which is the location for Pad B. Pad B will be covered in a hydroseed mix until the pad is ready to be developed. The retention infiltration area located on the northeast side of the property adjacent to Pleasant View Avenue, will contain filter fabric with crushed rock. The plant pallet features a variety of drought tolerant materials including six types of trees, flowering shrubs, and groundcover. The main entrance along Sixth Street will be enhanced with 24-inch box trees. The tree landscaping in the parking lot and along the remaining perimeters will include a combination of 24- and 36-inch box trees. Prior to the issuance of building permits for the project, the applicant's landscape plans will be reviewed by the Community Development Department for compliance with the Corona Municipal Code and landscape design guidelines for commercial properties.

Fence And Walls

The applicant will construct a new six-foot high decorative block wall along the east and west perimeters. Along the north perimeter a combination retaining wall and freestanding block wall will be constructed. The height of the retaining wall ranges from zero to four feet and the freestanding block wall is 6 feet high. Because the existing residential properties are at a slightly lower grade elevation than the project site, the retaining wall is required in order to provide the residences a clean wall line along the property line. The block walls are required to be constructed of decorative block and be finished with an anti-graffiti coating. The standard requirement for the anti-graffiti coating is secured in the conditions of approval. Prior to the issuance of building permits for the project, the applicant shall submit separate fence and wall plans to the Building Division which will be reviewed by the Community Development Department for compliance with the Corona Municipal Code.

Signage

Exterior wall signs are conceptually shown on the south elevation of the building (Exhibits G1-G2). Wall signs are required to comply with the sign standards under Chapter 17.74 of the Corona Municipal Code in terms of allowable square footage, height, and location and will be reviewed under a separate permit by the Community Development Department prior to installation. No signage is shown on the north elevation facing the residential properties.

A freestanding pylon sign is also proposed at the front of the project site near Sixth Street. The overall height of the pylon sign will be 15 feet with a sign area of approximately 50 square feet per sign face. The post will have a stone veneer base and a decorative pole. A conceptual rendering of the proposed pylon sign is shown in Exhibit G3. The pylon sign is also required to comply with the sign standards under Chapter 17.74 of the Corona Municipal Code in terms of allowable square footage, height, and location and will be reviewed under a separate permit by the Community Development Department prior to installation.

ENVIRONMENTAL ANALYSIS

Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local Guidelines, a Mitigated Negative Declaration was prepared for the project because the Initial Study identified that the project's potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the Mitigated Negative Declaration, there is no substantial evidence, in light of the whole record before the City, that the project may have a significant or potentially significant effect on the environment. The Mitigation Negative Declaration is recommended for adoption (Exhibit I).

FISCAL IMPACT
The applicant paid $13,351.75 in application processing fees for the precise plan application.

PUBLIC NOTICE AND COMMENTS
A 20-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 Community Development Department has not received any response from the public regarding the proposal.

STAFF ANALYSIS
The proposed project will result in the development of a 37,000 square foot LA Fitness health club and a 9,300 square foot future commercial building on Pad B that has been vacant and underutilized for the past 30 years. The proposed use is permitted in the C-3 zone. As demonstrated by the applicant's plans the project is capable of complying with the development standards of the C-3 zone in terms of setbacks, parking, landscaping, and building height restrictions. The architecture and color scheme proposed for the building are compatible with the existing commercial uses in the surrounding area. The applicant is proposing to landscape the entire project site, which will further enhance the proposed commercial center.

Development of the proposed project would fulfill several General Plan policies including Policies 1.1.1, 1.1.2, 1.1.3 and 1.11.1 which all encourage and emphasize having a community that contains a diversity of land uses that supports the needs of Corona's residents and help maintain Corona as a self-sustaining city. The project also fulfills General Plan Policy 1.4.4 which encourages the adaptive re-use of economically underutilized commercial sites that are within existing urbanized areas. Therefore, PP2018-0005 is recommended for approval based on the following findings and conditions of approval attached as Exhibit B.

FINDINGS OF APPROVAL FOR PP2018-0005

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

   a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur, as reflected in the Conditions of Approval attached as Exhibit B.

   b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. All the conditions necessary to granting a Precise Plan as set forth in Section 17.91.070 of the corona Municipal Code do exist in reference to PP2018-0005 for the following reasons.

   a. The proposal is consistent with the General Commercial land use designation of the General Plan because this land use is intended for a broad range of commercial uses, including health clubs.

b. The proposal complies with the development standards of the C-3 zone and other design standards governed by the Corona Municipal Code.

c. The proposal has been reviewed in compliance with the California Environmental Quality Act and all applicable requirements and procedures of the act have been followed. As justified in Finding # 1, a Mitigated Negative Declaration is recommended for adoption as the initial study identifies potentially significant effects on the environment, but project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur.

d. The site is of a sufficient size and configuration to accommodate the design and scale of proposed development, including buildings and elevations, landscaping, parking and other physical features of the proposal, as demonstrated in Exhibit A of this report.

e. The design, scale and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the City's development standards for the C-3 zone and other applicable development standards governed by the Corona Municipal Code to ensure orderly development.

f. The architectural design of the proposed development is compatible with the character of the surrounding neighborhood, will enhance the visual character of the neighborhood by improving a vacant infill property, and will provide for harmonious, orderly and attractive development of the site.

g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color that is aesthetically appealing and will retain a reasonably adequate level of maintenance. As shown by the applicant's plans, the architecture of the building features construction materials that are commonly used in commercial buildings and are quality in nature. The color scheme is visibly appealing, and the proposed landscaping will enhance the overall look of the new commercial center.

3. The proposal is consistent with the General Plan for the following reasons:

a. PP2018-0005 conforms to General Plan Policies 1.1.1, 1.1.2, 1.1.3 and 1.11.1 which all encourage and emphasize having a community that contains a diversity of land uses that supports the needs of Corona's residents and help maintain corona as a self-sustaining city, because the C-3 zone provides more flexibly on the types of commercial land uses allowed on the property.

b. *PP2018-0005 fulfills General Plan Policy 1.4.4 which encourages the adaptive re-use of economically underutilized commercial sites that are within existing urbanized areas because the C-3 zone will allow the site to be developed with commercial land uses based on market demands.*

4. The proposal is consistent with the C-3 (General Community Commercial) Zone for the followir.g

reason:

a. *The project is consistent with the C-3 zone because the proposed health club is a permitted use in the C-3 zone. The project is also capable of complying with the development standards of the C-3 zone in terms of building setbacks, building height, parking, and landscaping.*

PREPARED BY: LUPITA GARCIA, ASSISTANT PLANNER

REVIEWED BY: SANDRA YANG, SENIOR PLANNER

SUBMITTED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

1. Resolution No. 2540
2. Locational and Zoning Map
3. Exhibit A - Site Plan
4. Exhibit B - Conditions of Approval
5. Exhibit C - Floor Plan
6. Exhibit D - Colored Elevations
7. Exhibit E - Wall Elevations
8. Exhibit F - Colored Landscape Plan
9. Exhibit G1-G3 - Proposed Signage
10. Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans
11. Exhibit I - Environmental Documentation
12. Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue
13. Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

Case Planner: Lupita Garcia (951) 736-2293

RESOLUTION NO. 2540

APPLICATION NUMBER: PP2018-0005

A RESOLUTION OF THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, GRANTING A PRECISE PLAN APPLICATION TO REVIEW THE SITE PLAN AND ARCHITECTURE OF A 37,000 SQUARE FOOT LA FITNESS HEALTH CLUB AND A 9,300 SQUARE FOOT COMMERCIAL PAD ON FIVE ACRES LOCATED NORTH OF WEST SIXTH STREET AND EAST OF SMITH AVENUE (1415 AND 1435 W. SIXTH STREET) IN THE C-3 (GENERAL COMMUNITY COMMERCIAL) ZONE. (APPLICANT: GREG GILL FOR FITNESS INTERNATIONAL, LLC).

WHEREAS, the application to the City of Corona, California, for a Precise Plan PP2018-0005 under the provisions of Chapter 17.91 in the Corona Municipal Code, has been duly submitted to said City's Planning and Housing Commission for the review of a site plan, architecture, landscaping and fencing of a 37,000 square foot LA Fitness health club with a 9,300 square foot future commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone.

WHEREAS, the Planning and Housing Commission held a noticed public hearing for PP2018-0005 on August 26, 2019, as required by law; and

WHEREAS, at the conclusion of the hearing the Planning and Housing Commission approved a Mitigated Negative Declaration (MND) which was prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines and which included an analysis of the environmental impacts of this Precise Plan (PP). The MND indicated that all potential environmental impacts from PP2018-0005 either had no impacts or impacts that are less than significant.

WHEREAS, after close of said hearing, the Commission by formal action, found that all the conditions necessary to granting a Precise Plan as set forth in Corona Municipal Code Section 17.91.070 do exist in reference to PP2018-0005 based on the evidence presented to the Commission during said hearing; and

WHEREAS, the Planning and Housing Commission based its recommendation to approve the Precise Plan on certain conditions of approval, the findings set forth below and adoption of the MND.

NOW, THEREFORE, THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this Precise Plan, the Planning and Housing Commission has reviewed and considered the information contained in the MND, the initial study and the administrative records for this Precise Plan, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, the initial study and the administrative record, including all written and oral evidence presented to the Planning and Housing Commission, the Commission finds that potential environmental impacts of this Precise Plan are either no impact or less-than-significant.

SECTION 2. Precise Plan Findings. Pursuant to Corona Municipal Code ("CMC") section 17.91.070 and based on the entire record before the Planning and Housing Commission, including all written and oral evidence presented to the Commission, the Commission hereby makes and adopts the following findings:

1. An initial study (environmental assessment) has been conducted by the City of Corona so as to evaluate the potential for adverse environmental impacts. The initial study identifies potentially significant effects on the environment, but:

   a. The project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur, as reflected in the Conditions of Approval attached as Exhibit B.

   b. There is no substantial evidence before the City that the revised project may have a significant effect.

2. All the conditions necessary to granting a Precise Plan as set forth in Section 17.91.070 of the corona Municipal Code do exist in reference to PP2018-0005 for the following reasons.

   a. The proposal is consistent with the General Commercial land use designation of the General Plan because this land use is intended for a broad range of commercial uses, including health clubs.

b. The proposal complies with the development standards of the C-3 zone and other design standards governed by the Corona Municipal Code.

c. The proposal has been reviewed in compliance with the California Environmental Quality Act and all applicable requirements and procedures of the act have been followed. As justified in Finding # 1, a Mitigated Negative Declaration is recommended for adoption as the initial study identifies potentially significant effects on the environment, but project applicant has agreed to revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur.

d. The site is of a sufficient size and configuration to accommodate the design and scale of proposed development, including buildings and elevations, landscaping, parking and other physical features of the proposal, as demonstrated in Exhibit A of this report.

e. The design, scale and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of neighboring uses because the proposal complies with the City's development standards for the C-3 zone and other applicable development standards governed by the Corona Municipal Code to ensure orderly development.

f. The architectural design of the proposed development is compatible with the character of the surrounding neighborhood, will enhance the visual character of the neighborhood by improving a vacant infill property, and will provide for harmonious, orderly and attractive development of the site.

g. The design of the proposed development will provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture, and color that is aesthetically appealing and will retain a reasonably adequate level of maintenance. As shown by the applicant's plans, the architecture of the building features construction materials that are commonly used in commercial buildings and are quality in nature. The color scheme is visibly appealing, and the proposed landscaping will enhance the overall look of the new commercial center.

3. The proposal is consistent with the General Plan for the following reasons:

a. PP2018-0005 conforms to General Plan Policies 1.1.1, 1.1.2, 1.1.3 and 1.11.1 which all encourage and emphasize having a community that contains a diversity of land uses that supports the needs of Corona's residents and help maintain corona as a self-sustaining city, because the C-3 zone provides more flexibly on the types of commercial land uses allowed on the property.

b. PP2018-0005 fulfills General Plan Policy 1.4.4 which encourages the adaptive re-use of economically underutilized commercial sites that are within existing urbanized areas

because the C-3 zone will allow the site to be developed with commercial land uses based on market demands.

4. The proposal is consistent with the C-3 (General Community Commercial) Zone for the following reason:

a. The project is consistent with the C-3 zone because the proposed health club is a permitted use in the C-3 zone. The project is also capable of complying with the development standards of the C-3 zone in terms of building setbacks, building height, parking, and landscaping.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to the City Clerk of said City and a copy thereof be sent to the applicant therefore at the address of said applicant as set forth in the application for said Precise Plan.

Adopted this 26th day of August, 2019.

Karen Alexander, Chair
Planning and Housing Commission
City of Corona, California

ATTEST:

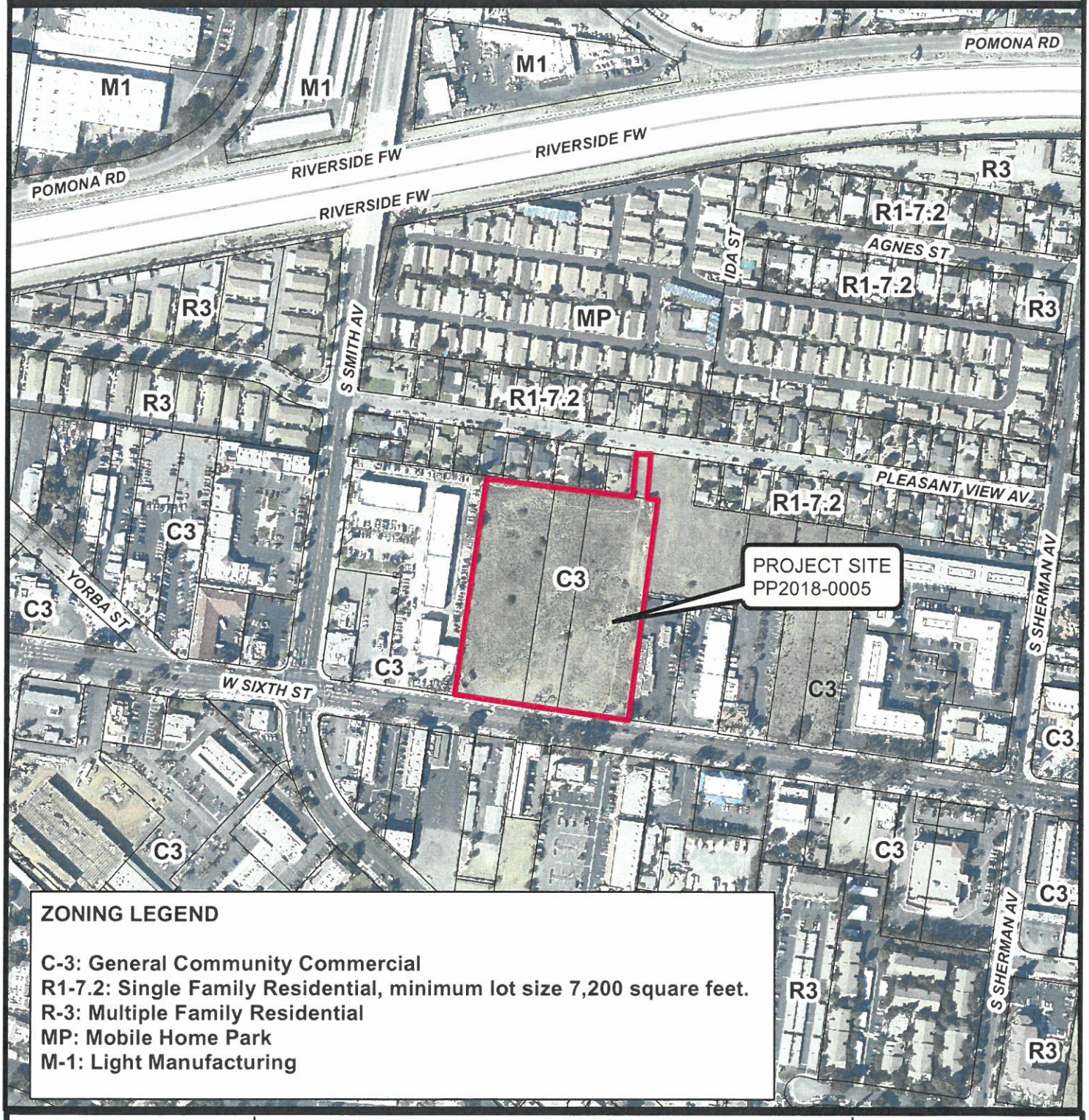
Jennifer Killman
Secretary, Planning and Housing Commission
City of Corona, California

I, Jennifer Killman, Secretary to the Planning and Housing Commission of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted in a regular session of said Planning and Housing Commission duly called and held on the 26th day of August, 2019, and was duly passed and adopted by the following vote, to wit:

AYES:	Alexander, Jones, Shah, Siqueland and Hooks
NOES:	None
ABSENT:	None
ABSTAINED:	None

Jennifer Killman
Secretary, Planning and Housing Commission
City of Corona, California

LOCATIONAL & ZONING MAP



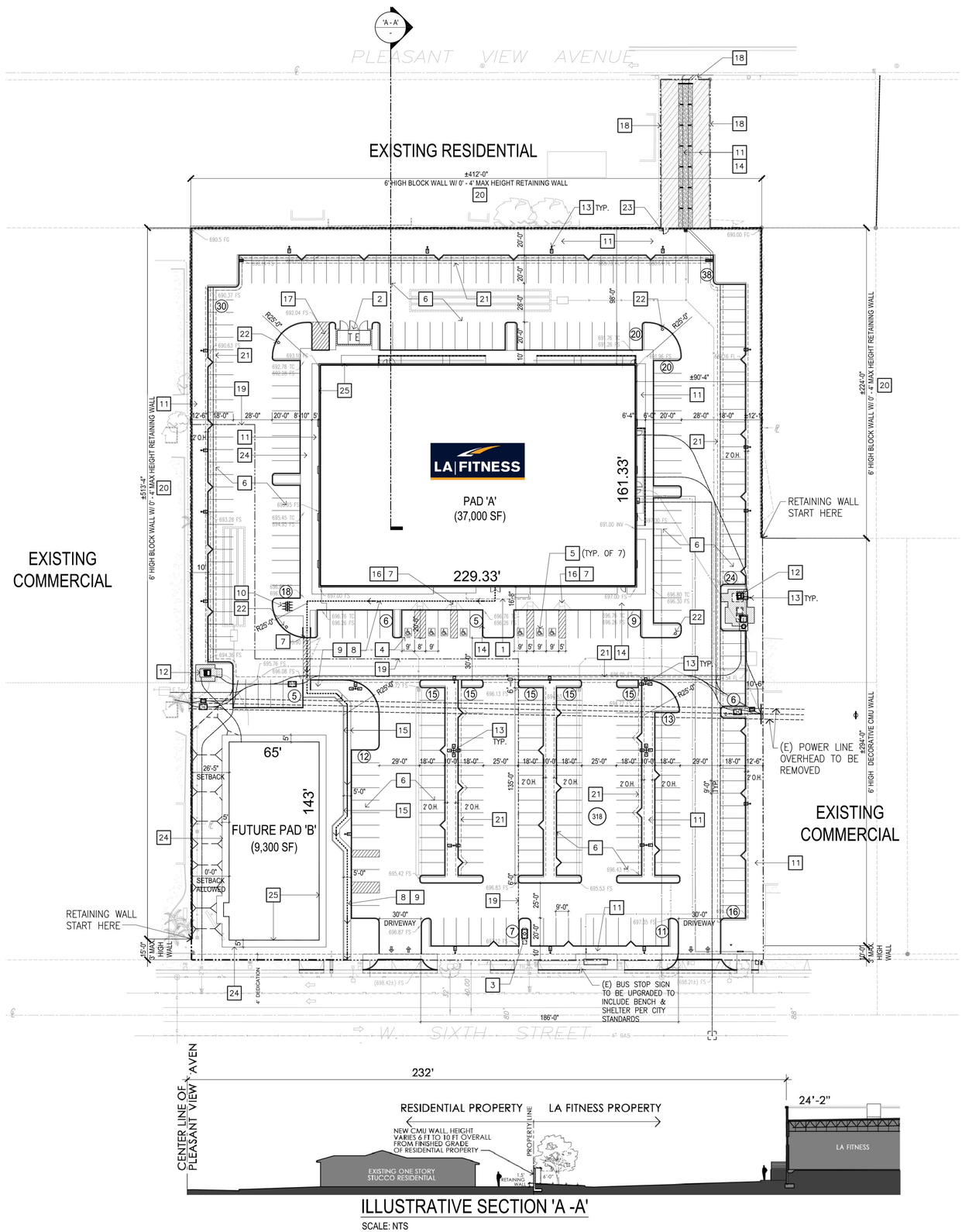
ZONING LEGEND

C-3: General Community Commercial
R1-7.2: Single Family Residential, minimum lot size 7,200 square feet.
R-3: Multiple Family Residential
MP: Mobile Home Park
M-1: Light Manufacturing

Date: 08/19/2019

PP2018-0005
1415 and 1435 W. Sixth Street

DPR2018-0009



ILLUSTRATIVE SECTION 'A -A'

SCALE: NTS

KEY NOTES:

1. LA FITNESS BUILDING ADDRESS. THE NUMBERS SHALL CONTRAST WITH THEIR BACK GROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1. SEE SIGN DWGS.
2. TRASH ENCLOSURE PER CITY STANDARDS
3. NEW PYLON SIGN PER SEPARATE PERMIT
4. VAN ACCESSIBLE PARKING
5. STANDARD ACCESSIBLE PARKING (TYPICAL OF 7 INCLUDED 1 VAN)
6. STANDARD PARKING STALLS
7. TRUNCATED DOMES
8. LINE OF DISABLED ACCESS PATH OF TRAVEL (MIN. 4'-0" WIDE / 5% MAX SLOPE & 2% CROSS SLOPE)
9. ACCESSIBLE ROUTE
10. BICYCLE RACKS
11. LANDSCAPED AREA. SEE LANDSCAPE DRAWINGS & CIVIL SHEET C-2
12. ELECTRICAL TRANSFORMER
13. SITE LIGHT POLE / FIXTURE & BASE
14. HARDSCAPE AREA. SEE LANDSCAPE DRAWINGS
15. REDWOOD HEADER
16. A.D.A. RAMPS
17. LOADING AREA
18. NEW WROUGHT IRON FENCE & GATE PER SEPARATE PERMIT
19. PARCEL LINE PER LLA18-002
20. NEW 6' HIGH DECORATIVE BLOCK & RETAINING WALL. (SEE CIVIL SHEET C-2 & C-4) PER SEPARATE PERMIT. REFER TO SHEET A-4 FOR BLOCK FINISH
21. GUTTER LINE. SEE CIVIL SHEET C-2
22. PROPOSE FIRE HYDRANT. SEE CIVIL SHEET C-4
23. INSTALL 4'-0" METAL GATE FOR ACCESS
24. CONCRETE SIDEWALK
25. BUILDING LINE

THE ZONING & GENERAL PLAN:

ZONING IS C-3 (GENERAL COMMUNITY COMMERCIAL) AND THE GENERAL PLAN DESIGNATION IS GC (GENERAL COMMERCIAL).

FIRE GENERAL NOTES:

1. PLACE FIRE DEPARTMENT DPR COMMENTS ON PLANS AS GENERAL NOTES.
2. ANY REVISED SITE PLAN SHALL BE SUBMITTED TO THE FIRE DEPARTMENT FOR SCREEN CHECK APPROVAL PRIOR TO BUILDING PLAN SUBMITTAL.
3. PLANS SHALL SHOW A MINIMUM DRIVE WIDTH OF 28 FEET.
4. PROVIDE PLANS FOR TWO (2) ALL WEATHER SURFACE ACCESS WAYS TO BE APPROVED BY THE FIRE PREVENTION MANAGER AND CONSTRUCT THE ACCESS WAY(S) TO ACCOMMODATE 70,000 LBS GVW DURING ALL PHASES OF CONSTRUCTION.
5. ALL PROJECTS SHALL COMPLY WITH THE CITY OF CORONA FIRE DEPARTMENT SITE CONSTRUCTION STANDARD. A COPY OF WHICH IS AVAILABLE AT THE FIRE DEPARTMENT COUNTER. PROJECTS SHALL HAVE APPROVED ALL WEATHER ACCESS FROM TWO (2) DIRECTIONS AND FIRE HYDRANTS PROVIDING THE REQUIRED FIRE FLOW TESTED AND ACCEPTED PRIOR TO COMBUSTIBLE CONSTRUCTION.
6. PROVIDE A MINIMUM TWENTY-FIVE (25) FOOT INSIDE AND FIFTY (SO) FOOT OUTSIDE RADIUS FOR ACCESS DRIVE(S).
7. STREET AND DRIVE GRADES SHALL NOT EXCEED 10% UNLESS APPROVED BY THE FIRE CHIEF AND CITY ENGINEER.
8. ANY OVERHEAD OBSTRUCTION SUCH AS THE SECOND STORY OF A BUILDING, PORTE COCHERE, ETC., THAT INTRUDES INTO THE REQUIRED CLEAR WIDTH OF FIRE VEHICLE ACCESS DRIVES SHALL PROVIDE A MINIMUM CLEAR HEIGHT OF FIFTEEN (15) FEET UNLESS OTHERWISE APPROVED BY THE FIRE CHIEF.
9. A KNOX BOX SHALL BE PROVIDED FOR THE FOLLOWING BUILDING(S):
10. A MINIMUM FIRE FLOW OF 3000 GPM SHALL BE PROVIDED.
11. THE FIRE SERVICE WATERLINE SHALL BE LOOPED AND PROVIDED WITH TWO (2) SEPARATE POINTS OF CONNECTION.
12. FIRE HYDRANTS ARE TO BE SPACED A MAXIMUM 250 FEET APART.
13. PROVIDE CLASS A ROOFING MATERIAL.
14. PER 511 OF THE CORONA MUNICIPAL CODE, A PUBLIC SAFETY RADIO COMMUNICATION STUDY IS REQUIRED. CONSULT WITH THE FIRE DEPARTMENT FOR SPECIFIC REQUIREMENTS FOR THIS STUDY.
15. GROVES AND WEED ABATEMENT SHALL BE MAINTAINED SO AS NOT TO POSE A FIRE HAZARD UNTIL TIME OF DEVELOPMENT.
16. A SPECIFIC ADDRESS, ASSIGNED BY THE CITY OF CORONA, SHALL BE PROVIDED FOR EACH BUILDING AS SPECIFIED BY THE FIRE DEPARTMENT ADDRESS STANDARD WHICH CAN BE OBTAINED AT THE FIRE DEPARTMENT COUNTER AT CITY HALL. ADDRESS MUST BE ILLUMINATED DURING ALL HOURS OF DARKNESS.
17. FIRE EXTINGUISHERS SHALL BE PROVIDED PRIOR TO OCCUPANCY. FIRE EXTINGUISHERS SHALL BEAR A CALIFORNIA STATE FIRE MARSHAL'S SERVICE TAG; IT SHALL BE APPROPRIATELY RATED FOR THE HAZARD; IT SHALL BE MOUNTED SO THAT THE TOP OF THE EXTINGUISHER IS NO HIGHER THAN FIVE (5) FEET ABOVE FLOOR LEVEL; AND SHALL BE LOCATED SUCH THAT THE TRAVEL DISTANCE TO AN EXTINGUISHER DOES NOT EXCEED SEVENTY-FIVE (75) FEET.
18. OBTAIN THE FOLLOWING FIRE DEPARTMENT PERMIT(S): PLACE OF ASSEMBLY
19. AT NO TIME SHALL FIRE HYDRANTS OR FIRE LANES BE BLOCKED BY BUILDING MATERIALS, STORAGE, EQUIPMENT, AND/OR VEHICLES.
20. HAZARDOUS MATERIALS DISCLOSURE AND BUSINESS EMERGENCY PLAN REQUIRED TO BE SUBMITTED AND APPROVED PRIOR TO OCCUPANCY OR USE.
21. FR-0098-SUBMIT SEPARATE DETAILED PLANS FOR REVIEW AND APPROVAL OF THE ON-SITE UNDERGROUND FIRELINE, OVERHEAD FIRE SPRINKLERS AND ALARM SYSTEM.

LEGEND:

- PROPERTY LINE
- REDWOOD HEADER
- ACCESSIBLE PATH OF TRAVEL
- RETAINING WALL
- DEDICATION (NEW PROPERTY LINE)
- PARCEL LINE
- SITE LIGHT POLE
- MONUMENT SIGN

TRASH ENCLOSURE PAD 'A'

60 S.F/10,000 S.F
REQUIRED: 3.7X60 =222 S.F
PROVIDED: 12'X26' =312 S.F

PROJECT SUMMARY:

SITE AREA: ±5 ACRE

		PAD BUILDING	
		RETAIL	RESTAURANT
LA FITNESS (PAD 'A')	37,000		
PAD 'B'		4,200	5,100
TOTAL BUILDING	46,300		

PARKING REQUIRED	@ 1/150	@ 1/250	@ 1/100
LA FITNESS (PAD 'A')	247		
RETAIL		17	
RESTAURANT			51
TOTAL REQUIRED	315		
PARKING PROVIDED	315		

EXHIBIT A

A-1

Site Plan

05.30.2019

AO#: 2018-061

40' 0 5' 10' 20' 40' 60' 80'

N TRUE NORTH

Applicant:

LA FITNESS

2600 Michelson Dr. Ste. 300 Irvine, CA 92612 (949) 255 7296

LA FITNESS - Corona, CA

West SIXTH Street, Corona, CA

Architects Orange

144 North Orange St. Orange, CA 92866 (714) 639 9860

1091

Project Conditions
City of Corona

Project Number: PP2018-0005

Description: **PRECISE PLAN**

Applied: **8/31/2018**

Approved:

Site Address: **1415 W SIXTH ST CORONA, CA 92882**

Closed:

Expired:

Status: **RECEIVED**

Applicant: **FITNESS INTERNATIONAL, LLC**
3161 MICHELSON DRIVE, SUITE 600 IRVINE CA, 92612

Parent Project: **DPR2018-0009**

Details: **PP FOR A 37,000 SQ FT LA FITNESS ON 5 ACRES.**

LIST OF CONDITIONS	
DEPARTMENT	**CONTACT**
BUILDING	

1. Please provide a legible copy of the performed code analysis to the building division for approval. A PDF copy can be sent to oscar.davalos@coronaca.gov
2. Access, sanitary facilities, and parking shall comply with Title 24 Handicap Requirements.
3. Construction activity shall not occur between the hours of 8:00 pm to 7:00 am, Monday thru Saturday and 6:00 pm to 10:00 am on Sundays and Federal Holidays.
4. Roofing material shall be Class A.
5. Pool area shall be enclosed with fencing in compliance with Corona Municipal Code (CMC) Sec 15.24. {THIS CONDITION WAS REMOVED BY THE PLANNING & HOUSING COMMISSION AT THE MEETING ON AUGUST 26, 2019}.
6. Submit pool plans to Riverside County Health Department for approval.
7. Submit five (5) complete sets of plans including the following - * Plot Plan * Foundation Plan * Floor Plan * Ceiling and roof framing plan * Electrical Plans (electrical service shall be underground per Corona Municipal Code Section 15.06), including size of main switch, number and size of service entrance conductors, circuit schedule and demand load. * Plumbing and sewer plan, isometric, including underground diagram, water piping diagram, sewer or septic tank location, fixture units, gas piping and vents, heating and air conditioning diagram. * Landscape and Irrigation plans; Submit four (4) complete sets detached from building plans. Landscape Maintenance District plans shall be submitted directly to the Public Works Department. Landscape plans shall be approved prior to the issuance of any Building Permits.
8. Submit two (2) sets of structural calculations, energy conservation calculations and soils reports. Architects/Engineers stamp and wet signature is required prior to submittal of plan check.
9. Upon tenant improvement plan check submittal there may be additional Building Department requirements.
10. Separate permits are required for all fences, walls and paving.
11. Comply with the Corona Burglary Ordinance # 15.52. Copies are available at the Building Department counter.
12. All contractors must show proof of State and City licenses, and workmen's compensation insurance to the City prior to the issuance of permits.
13. Business' shall not open for operation prior to posting of Certificate of Occupancy issued by the Building Department.
14. All Fees Including Development Fees Must Be Paid in Full Prior to NIC or C of O Issuance
15. All Fees Including City Impact Fees Must Be Paid in Full Prior to NIC or C of O Issuance
16. All construction documents need to be prepared in accordance to the current applicable codes.
17. The trash enclosure needs to be designed compliant with city requirements and accessible for people with disabilities including a path of travel to the enclosure.

(Continued on next page)

EXHIBIT B

FIRE	

1. Place Fire Department DPR comments on plans as general notes.
2. Any revised site plan shall be submitted to the Fire Department for screen check approval prior to building plan submittal.
3. Plans shall show a minimum drive width of 28 feet for designated fire lanes.
4. Provide plans for two (2) all weather surface access ways to be approved by the Fire Prevention Manager and construct the access way(s) to accommodate 70,000 lbs GVW during all phases of construction.
5. All projects shall comply with the City of Corona Fire Department Site Construction Standard. A copy of which is available at the Fire Department counter. Projects shall have approved all weather access from two (2) directions and fire hydrants providing the required fire flow tested and accepted prior to combustible construction.
6. Provide a minimum twenty-five (25) foot inside and fifty (50) foot outside radius for access drive(s).
7. Street and drive grades shall not exceed 10% unless approved by the Fire Chief and City Engineer.
8. Any overhead obstruction such as the second story of a building, porte cochere, etc., that intrudes into the required clear width of fire vehicle access drives shall provide a minimum clear height of fifteen (15) feet unless otherwise approved by the Fire Chief.
9. A Knox Box shall be provided for the following building(s):
10. A minimum fire flow of 3000 gpm shall be provided.
11. The fire service waterline shall be looped and provided with two (2) separate points of connection.
12. Fire hydrants are to be spaced a maximum 250 feet apart.
13. Provide Class A roofing material.
14. Per 511 of the Corona Municipal Code, a public safety radio communication study is required. Consult with the Fire Department for specific requirements for this study.
15. Groves and weed abatement shall be maintained so as not to pose a fire hazard until time of development.
16. A specific address, assigned by the City of Corona, shall be provided for each building as specified by the fire department address standard which can be obtained at the fire department counter at City Hall. Address must be illuminated during all hours of darkness.
17. Fire extinguishers shall be provided prior to occupancy. Fire extinguishers shall bear a California State Fire Marshal's service tag; it shall be appropriately rated for the hazard; it shall be mounted so that the top of the extinguisher is no higher than five (5) feet above floor level; and shall be located such that the travel distance to an extinguisher does not exceed seventy-five (75) feet.
18. Obtain the following fire department permit(s): Place of Assembly
19. At no time shall fire hydrants or fire lanes be blocked by building materials, storage, equipment, and/or vehicles.
20. FR-0098-Submit separate detailed plans for review and approval of the on-site underground fireline, overhead fire sprinklers and alarm system.

PLANNING	Lupita Garcia

1. 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.

(Continued on next page)

PLANNING	Lupita Garcia

2. 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.
3. This Precise Plan hereby allowed is conditional upon the privileges being utilized by the securing of the first permit thereof within two (2) years after the construction work is not begun within said time and carried on diligently to completion, this authorization shall become void, and any privilege or permit granted shall be deemed to have lapsed.
4. The project shall comply with all applicable requirements of the Corona Municipal Code (CMC) and ordinances and the relevant Specific Plan, if any, including the payment of all required fees.
5. The applicant or his successor in interest shall comply with the mitigation measures in the Mitigated Negative Declaration prepared for the project.
6. All landscaping, onsite and within the parkway, shall be installed per the approved plans prior to issuance of certificate of occupancy.
7. Landscape plans shall be submitted as a separate submittal to the Building Divisoin for plan check. At time of submittal, the developer shall submit a landscape deposit in the amount of $5,000 to the Planning Division for landscape plan check and inspection services. This is separate from the Building Division's landscape plan check submittal fee. Any money left remaining from the deposit will be reimbursed to the developer upon project completion.
8. All signage shall comply with the sign standards under Chapter 17.74 of the Corona Municipal Code for the C-3 zone. Signs shall be submitted and permitted separately over the public counter. Signage is prohibited on the north side of the building.
9. The north, east and west block walls shall be constructed of decorative block and installed prior to issuance of a certificate of occupancy.
10. The northeast corner of the property (the retention area infiltration system that abuts Pleasant View Avenue) shall be secured on all sides with a six-foot high wrought iron fence and a six-foot high wrought iron gate prior to issuance of a certificate of occupancy.
11. This project is subject to Riverside County's MSCHP fees.
12. All perimeter block walls for the project shall be treated with an anti-graffiti coating, except along the side facing the residential properties.
13. Trash enclosures shall be constructed of decorative block and shall contain a decorative trellis cover.
14. The applicant shall install security cameras in the parking lot with signage indicating the property is under surveillance. The security tapes shall be kept for 30 days for retention purposes. [ADDED AT THE PLANNING & HOUSING COMMISSION MEETING ON AUGUST 26, 2019].
15. The applicant shall install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property. The temporary fence shall be removed with the development of Pad B. [ADDED AT THE PLANNING & HOUSING COMMISSION MEETING ON AUGUST 26, 2019].
16. The parking lot light poles located along the north perimeter of the project site shall be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjunction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. [ADDED AT THE PLANNING & HOUSING COMMISSION MEETING ON AUGUST 26, 2019}.

(Continued on next page)

PUBLIC WORKS	Emily Stadnik

1. The Public Works and the Departments of Water and Power, Maintenance and Parks and Landscaping Conditions of Approval fo the subject application and shall be completed at no cost to any government agency. All questions regarding the intent of the conditions shall be referred to the Public Works Department Land Development Section. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail.
2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions.
3. Prior to issuance of grading permit, the applicant shall demonstrate to the satisfaction of the Public Works Director that the proposed project will not unreasonably interfere with the use of any easement holder of the property.
4. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
5. The submitted site plan shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said site plan to be resubmitted for further consideration.
6. In the event that off-site right-of-way or easements are required for the City of Corona master plan facilities to comply with these conditions of approval, the developer is required to secure such right-of-way or easements at no cost to the City.
7. Off-site easements required to support proposed drainage outletting to Pleasant View Avenue shall be secured prior to grading permit issuance. Access for maintenance of said facilities shall also be granted.
8. All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Corona ordinances.
9. Prior to issuance of a Certificate of Occupancy, the developer shall cause the engineer of record to submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.
10. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:
    (a) Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
    (b) Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code 15.04.060, unless otherwise extended or shortened by the Public Works Director or Building Official.
    (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

    Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the Public Works Director or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.
11. Prior to issuance of a building permit, the developer shall ensure that a homeowner's association or property owner's association is established for the purpose of maintaining all private streets, common areas and private utilities. The association documents, including any necessary Covenants, Conditions and Restrictions (CC&Rs), shall be subject to the review and approval of the Public Works Department.

    Maintenance of all onsite BMPs for water quality purposes shall be included, as well as offsite drainage areas, outletting to Pleasant View Avenue.

(Continued on next page)

PUBLIC WORKS	Emily Stadnik

12. Prior to issuance of a building permit, the developer shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are not limited to, the following:
    a) All street facilities:
    Sixth Street shall be core cut to determine r-values of existing AC paving. Minimum grind and overlay to 1/2 street width is required for existing streets, unless newly repaved. All missing improvements along with project frontage shall be constructed, including upgrading of any existing facilities that do not meet current City standards. This includes but is not limited to street, curb and gutter, sidewalk, parkway improvements, landscaping, irrigation, street lights, fire hydrants, etc.
    b) All missing drainage facilities on West Sixth Street and Pleasant View Avenue. All drainage improvements for outlet of flow along pleasant View Avenue.
    c) All required grading, including erosion control.
    d) All required sewer, water and reclaimed water facilities.
    e) All required landscaping and/or park facilities.
    f) All under grounding of overhead utilities, except for cables greater than 32k volts.
    g) Street improvements to include protecting FIBER OPTIC CABLE and conduit along project frontage. If conduit and cable cannot be protected, then conduit and cable must be improved to current City Standards and Specifications.
13. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the Public Works Director.
14. Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Registered Engineer to the Public Works Department Land Development Section. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.
15. Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Public Works Department Land Development Section.
16. Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WDID # shall be displayed on the title sheet of the grading plans.
17. Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
18. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries.
19. Prior to issuance of building permits, the developer shall cause the civil engineer of record and soils engineer of record for the approved grading plans to submit pad certifications and compaction test reports for the subject lots where building permits are requested.
20. Prior to release of grading security, the developer shall cause the civil engineer of record for the approved grading plans to submit a set of as-built grading plans with respect to Water Quality Control facilities.
21. Prior to issuance of any grading permit, any environmental Phase I and Phase II findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented.
22. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the Public Works Director.
23. Prior to Planning Commission, a Preliminary WQMP shall be submitted to the Public Works Land Development Section for review and approval; applicable plan check fees shall be paid at time of submittal.
24. Prior to the issuance of a grading permit, a Final WQMP, prepared in substantial conformance with the approved Preliminary WQMP, shall be submitted to the Public Works Land Development Section for approval. Upon its final approval, the applicant shall submit one copy on a CD-ROM in PDF format.

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PUBLIC WORKS	Emily Stadnik

25. Prior to the issuance of the first Certificate of Occupancy, the applicant shall record Covenants, Conditions and Restrictions (CC \u0026R's) or enter into an acceptable maintenance agreement with the City to inform future property owners to implement the approved WQMP.
26. Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future homeowners and/or occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.
27. Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational.
28. All the drainage design criteria shall be per City of Corona standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the Public Works Director.
29. Prior to approval of any improvement plans, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.
30. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall address the following: The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. All residential lots shall drain toward the street. Lot drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system. Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks. All non-residential lots shall drain toward an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains.
31. Prior to building permit issuance the applicant shall provide all of the necessary documents and fees needed to annex this project into a City of Corona Community Facilities District (CFD) 2016-3 (Maintenance Services). All assessable parcels therein shall be subject to annual CFD charges (special taxes or assessments). The developer shall be responsible for all costs incurred during annexation into the CFDs.
32. Street design criteria and cross sections shall be per City of Corona standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the Public Works Director.
33. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall include the following:
    a) All local and/or major arterial highways' vertical and horizontal alignments shall be approved by the Director of the Public Works Department.
    b) All driveways shall conform to the applicable City of Corona standards and shall be shown on the street improvement plans.
    c) All street intersections shall be at ninety (90) degrees or as approved by the Public Works Director.
    d) All reverse curves shall have a minimum tangent of fifty (50) feet in length.
    e) Under grounding of existing and proposed utility lines.
    f) Street lights.
    g) All other public improvements shall conform to City of Corona standards.
34. Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved to half width plus ten (10) additional feet unless otherwise approved by the Public Works Director. At the discretion of the applicant, the existing pavement maybe cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind.
35. Prior to release of public improvement security, the developer shall cause the civil engineer of record for the approved improvement plans to submit a set of as-built plans for review and approval by the Public Works Department.
36. Prior to issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all development fees, including but not limited to Development Impact Fees (DIF) per City Municipal Code 16.23 and Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 16.21. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances.

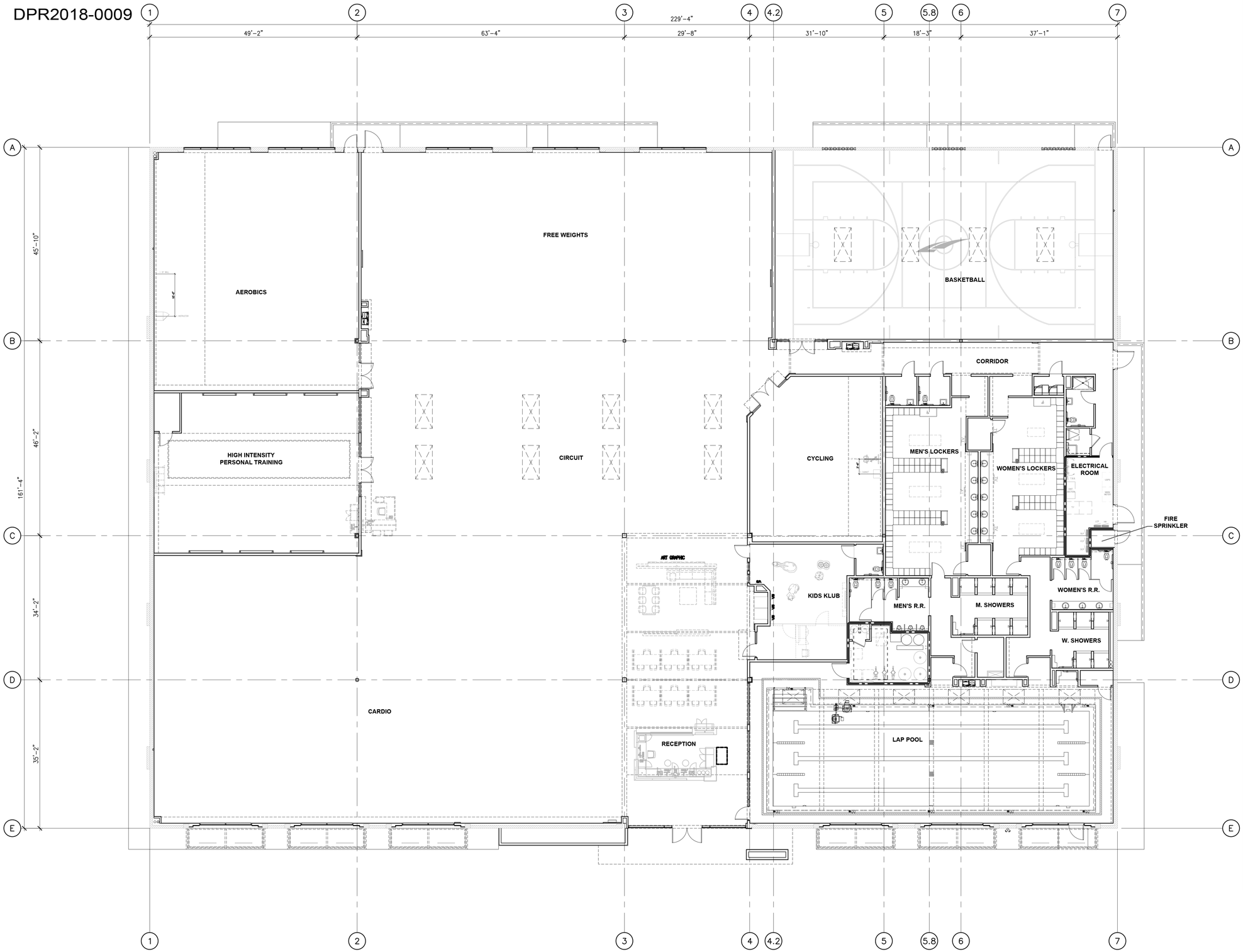
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Project Conditions
City of Corona

PUBLIC WORKS	Emily Stadnik

37. The applicant shall provide a separate irrigation water service for all HOA- CFD landscaped lots or easements.
38. The landscape plans of all parkway and Landscape Maintenance District (LMD) and Community Facilities District (CFD) lots shall be prepared by a licensed Landscape Architect and shall be submitted to the City for review and approval.
39. The developer shall install automatic irrigation to all street trees separated from adjacent residences by a fence or wall prior to the issuance of a Certificate of Occupancy.
40. Traffic Division
    Prior to issuance of Certificate of Occupancy, bus shelter improvements along the frontage of the project site shall be completec to the satisfaction of the Transportation Planning Supervisor.
41. All the potable water, reclaimed water, and sewer design criteria shall be per City of Corona Department of Water and Power standards and Riverside County Department of Health Services Standards unless otherwise approved by the Public Works and Department of Water and Power Directors.
42. Prior to issuance of any building permits, including model home permits, a domestic water and fire flow system shall be approved by the Public Works Department and constructed by the developer, to the satisfaction of the Public Works Director and Fire Chief.
43. Prior to improvement plans approval, the applicant shall ensure that all water meters, fire hydrants or other water appurtenances shall not be located within a drive aisle or path of travel.
44. Prior to issuance of any building permits, the developer shall pay all water and sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate water and sewer fees.
45. Prior to building permit issuance, the applicant shall construct or guarantee the construction of all required public improvements including but not limited to, the potable water line, sewer line, reclaimed water line, potable water services, sewer laterals, reclaimed water services, double detector check assemblies and reduced pressure principle assemblies within the public right of way and-or easements.
46. The applicant shall dedicate easements for all public water, reclaimed water, sewer and electric facilities needed to serve the project in accordance the Department of Water and Power standards. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public water and sewer facilities shall be provided a minimum 20 foot wide paved access road unless otherwise approved by the General Manager. Structures and trees shall not be constructed or installed within a public utility easement.
47. Prior to map recordation or building permit issuance, whichever comes first, the applicant shall construct or guarantee the construction of a private fire system with double detector check assemblies at all public fire services to the satisfaction of the Department of Water and Power and Fire Chief.
48. Fire Hydrants shall be a maximum 250-300 feet apart or as directed by the Fire Department.
49. Manhole rim elevations shall be lower than all pad elevations immediately downstream. Otherwise a back flow prevention valve will be required.
50. Static pressures exceeding 80 psi require an individual pressure regulator.

DPR2018-0009



CODE SUMMARY

0-GENERAL DESCRIPTION

BUILDING TYPE :	III-B
OCCUPANCY CLASSIFICATION:	A3 (FITNESS FACILITY)
BUILDING HEIGHT:	35'-5"
FIRE SPRINKLER:	YES (FULLY SPRINKLERED), NFPA 13

1-ADMINISTRATION

ALL WORK TO BE IN CONFORMANCE WITH THE 2016 CALIFORNIA BUILDING CODES AND LOCAL ADMENDMENTS

ACCESSIBILITY REQUIREMENTS PER THE FEDERAL ADA, ANSI 117.1-2003, AND 2016 CBC, OR AS AMENDED BY STATE OR LOCAL REGULATIONS, WHICHEVER IS MOST RESTRICTIVE

3-OCCUPANCY

1. OCCUPANCY (2016 CBC, CHAPTER 3): A3
2. OCCUPANCY 1 HR SEPARATIONS: ELECTRICAL ROOM
3. OCCUPANCY LOAD: 715

5-GENERAL BUILDING SIZE

1. GROSS BUILDING AREA (2016 CBC SECTION 503):
   GROUND FLOOR AREA: (INSIDE FINISH EXTERIOR WALL) 36,480 s.f.
   TOTAL AREA: 36,480 s.f.
2. ALLOWABLE STORIES (2016 CBC TABLE 503): 3
   ACTUAL STORIES: 1

ALLOWABLE HEIGHT (2016 CBC TABLE 503): 75'
ACTUAL HEIGHT: 35'-5"

3. ALLOWABLE AREA:
   BASIC ALLOWABLE AREA (2016 CBC TABLE 503): At = 38,000 s.f.
4. AREA MODIFICATIONS (2016 CBC SECTION 506, EQUATION 5-1)
   FRONTAGE INCREASE (2016 CBC SECTION 506.3.3, EQUATION 5-5)
   If = [F / P - 0.25) W / 30
   If = [782 / 782 - 0.25) 30 / 30
   If = [1.0 - 0.25) 30 / 30
   If = [.75) 1
   If = .75

ALLOWABLE AREA (506.2.3 Equation 5-2)
Aa = [At + (NS x If) x Sa
Aa = [38,000 + (9,500 x .75) x 1
Aa = [38,000 + (7125) x 1
Aa = 45,125 S.F.
TOTAL ALLOWABLE AREA = 45,125 S.F.
FLOOR AREA: 36,480 S.F. < 45,125 S.F. (THEREFORE BUILDING AREA IS OK)

6-TYPE OF CONSTRUCTION

1. CONSTRUCTION (SECTION 603): TYPE III-B, FULLY SPRINKLERED
2. FIRE RESISTIVE CONSTRUCTION REQUIREMENTS (2016 CBC TABLE 601)

STRUCTURAL FRAME (2016 CBC TABLE 601)	0 HR
EXTERIOR BEARING WALL (2016 CBC TABLE 601) (LESS THAN 5'-0" FIRE SEPARATION)	0 HR
EXTERIOR NON-BEARING WALL (2016 CBC TABLE 602) (0' TO 10' - FIRE SEPARATION)	1 HR
EXTERIOR NON-BEARING WALL (2016 CBC TABLE 602) (10' OR MORE - FIRE SEPARATION)	0 HR
INTERIOR BEARING WALL (2016 CBC TABLE 601)	0 HR
INTERIOR NON-BEARING WALL (2016 CBC TABLE 601)	0 HR
FLOOR CONSTRUCTION (2016 CBC TABLE 601)	0 HR
ROOF CONSTRUCTION (2016 CBC TABLE 601)	0 HR

7-FIRE PROTECTION

7A-MAXIMUM AREA OF EXTERIOR OPENINGS

1. OPENINGS NOT LIMITED WHERE YARDS ARE > 30' PER 2016 CBC TABLE 705.8

7B-FIRE PROTECTION (ACTIVE)

1. BUILDING IS FULLY SPRINKLERED.
2. PROVIDE FIRE EXTINGUISHERS AND CABINETS AS INDICATED ON THE DRAWINGS. VERIFY EXACT COUNT AND LOCATION WITH FIRE MARSHALL PRIOR TO INSTALLATION.
3. FIRE ALARM SYSTEM (2016 CBC SECTION 907.2.1)
4. ALL FIRE RATED DOORS MUST BE SELF CLOSING, AND AUTOMATIC

10-MEANS OF EGRESS

1. EXIT ACCESS TRAVEL DISTANCE (2016 CBC TABLE 1016.2): 250' MAX.
2. COMMON PATH OF TRAVEL (2016 CBC TABLE 1014.3): 75' MAX.

17-SPECIAL INSPECTIONS:

1. OWNER TO PROVIDE SPECIAL INSPECTIONS AS REQUIRED BY 2016 CBC SECTION 1704.

29-PLUMBING:

FIXTURE COUNT BASED ON SEPARATE APPROVAL. (2016 CPC TABLE 422.1)
OCCUPANT LOAD: 545; 273 MALES, 273 FEMALES

	MALE			FEMALE		DF	SERVICE SINK
	W/C	URINAL	LAV	W/C	LAV		
REQUIRED *	3	3	2	6	4	2	1
PROVIDED	3 + 4** = 7	3	7+4**=11	4 + 4** = 8	8+4**=12	6	1

** INCLUDES THE 3 UNISEX TOILETS AT BASKETBALL CORRIDOR AREA & (1) AT THE KID'S KLUB (TOTAL OF 4)

30-OCCUPANCY SIGNAGE

OCCUPANT LOAD SIGNS SHALL BE PROVIDED AT ALL AREAS WITH OCCUPANCY GREATER THAN 50.

31-EMERGENCY SIGNAGE

FOR EMERGENCY EVACUATION SIGN DETAILS, SEE SHEET A0-2.4

NOTES:

1. G.C. TO POST SIGN THAT READS "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED."
2. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED.
3. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL NOT BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE.
4. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE FOLLOWING AREAS:;
   - 4.1. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS.
   - 4.2. CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.;
   - 4.3. EXTERIOR EGRESS COMPONENTS AT OTHER THAN THE LEVEL OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
   - 4.4. INTERIOR EXIT DISCHARGE ELEMENTS, AS PERMITTED IN SECTI REQUIRED TO HAVE TWO OR MORE EXITS.
   - 4.5. EXTERIOR LANDINGS, AS REQUIRED BY SECTION 1008.1.6, FOR E IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.

EXHIBIT C

A-2 Floor Plan

3/32" = 1'-0"

05.30.2019

AO#: 2018-061

Applicant:

LA FITNESS

LA FITNESS - Corona, CA

2600 Michelson Dr. Ste. 300 Irvine, CA 92612 (949) 255 7296

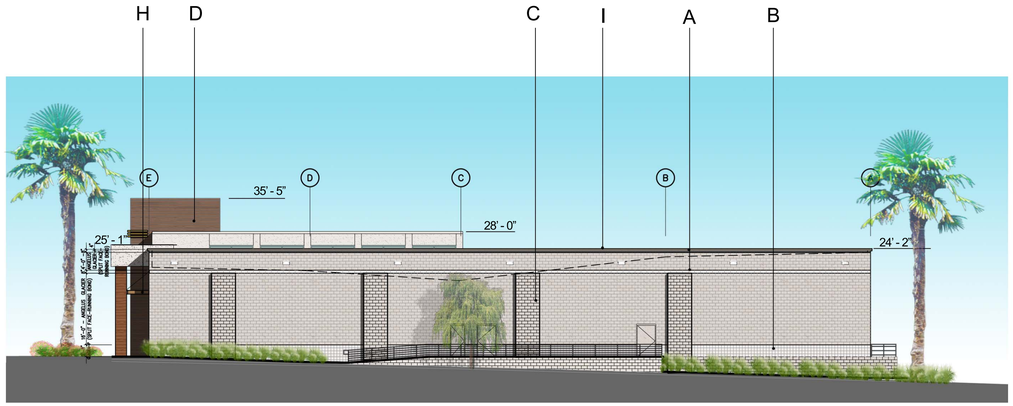
West SIXTH Street, Corona, CA

Architects Orange

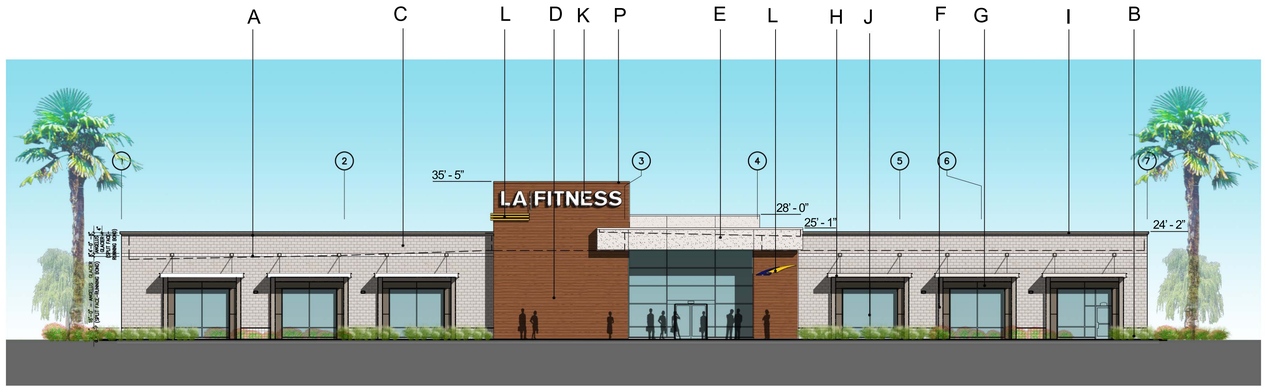
144 North Orange St. Orange, CA 92866 (714) 639 9860

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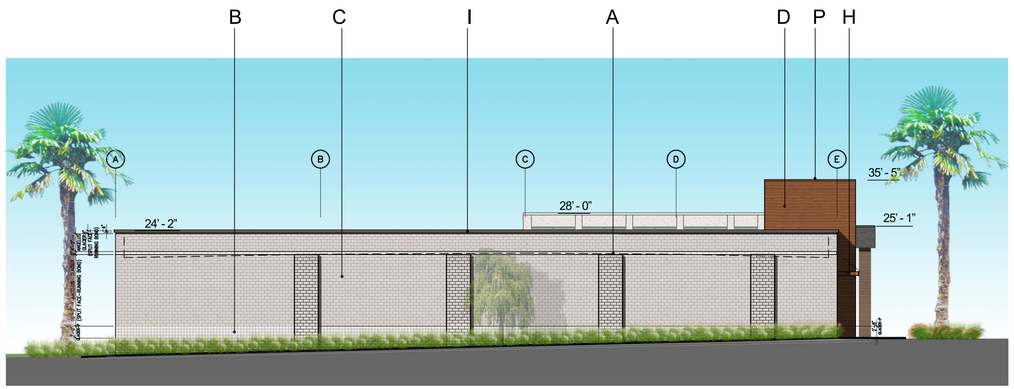
DPR2018-0009



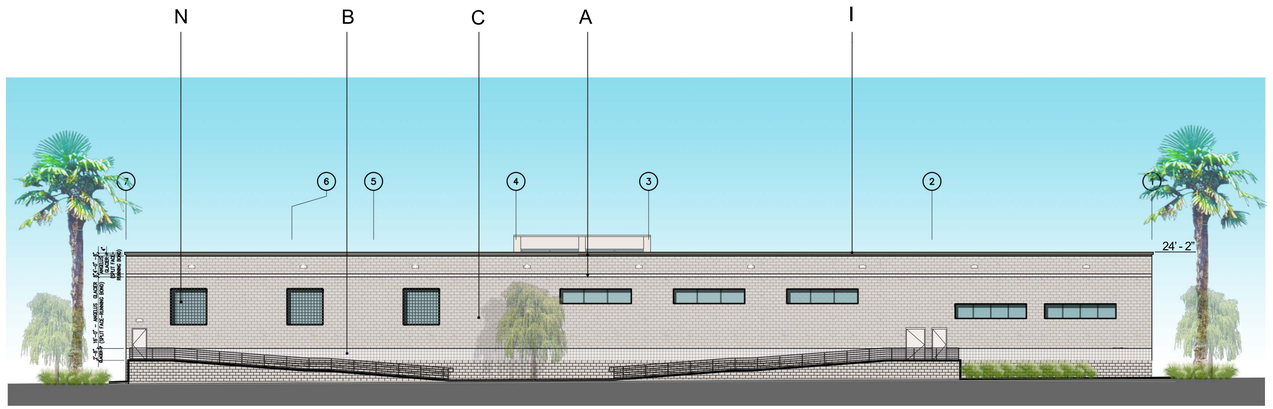
East Elevation



South Elevation



West Elevation



North Elevation

MATERIALS and COLORS:

A. CMU Block
Angelus Glacier (Decorative Precision)

B. CMU Block(w/ vert. score)
Angelus Glacier(Decorative Precision)

C. CMU Block
Angelus Glacier(Split Face)

D. Long Board Alum. Siding
Color: Light national Walnut

E. Painted Stucco Finish
Color:PPG 1008-1 “Focus”

F. Painted Stucco Finish
Color:PPG 1008- 4 “Gray By Me”

G. Firestone Alum. Panel (Medium Bronze)
Color: To Match PPG 1006-7 “Metropolis”

H. Painted Metal Canopy
Color: To Match PPG 1080-6 “Cinnamon Crunch”

I. Painted Foam Cornice
Color: PPG 1006-7 “Metropolis”

J. Clear Anodized Aluminum Storefront
W/Clear Glazing

K. Individual Letter Sign (Illuminated)

L. Alum. Band and LAF Logo
Color: Blue and Yellow

N. Glass Blocks

P. Painted Coping
Color: PPG 1085-7 “Fig Branches”

EXHIBIT D

A-3

Elevations

06.05.18

AO#: 2018-061

Applicant:

LA FITNESS

LA FITNESS - Corona, CA

2600 Michelson Dr. Ste. 300 Irvine, CA 92612 (949) 255 7296

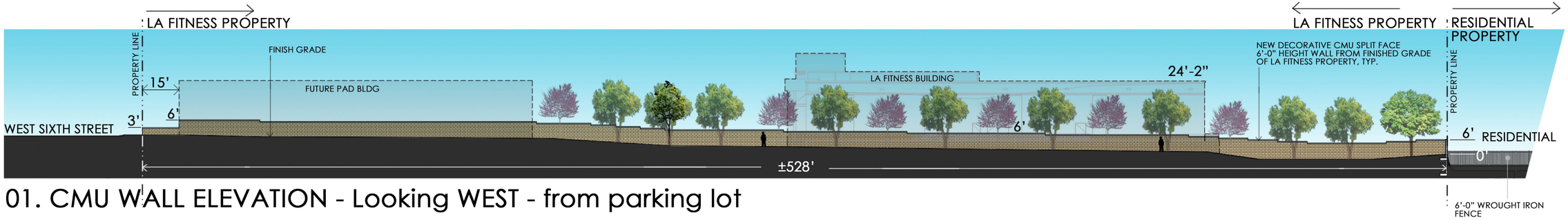
West SIXTH Street, Corona, CA

Architects Orange

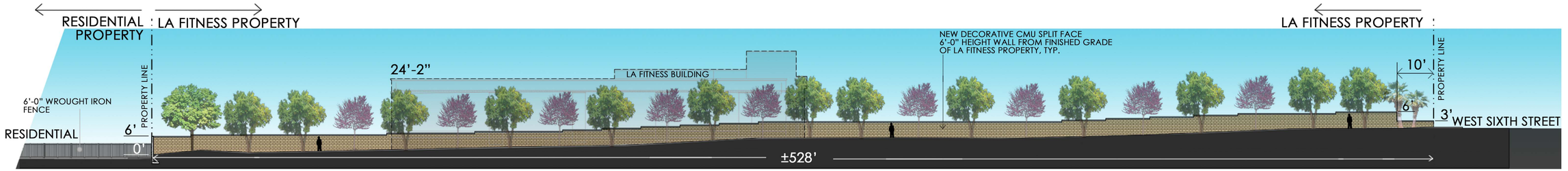
144 North Orange St. Orange, CA 92866 (714) 639 9860

1100

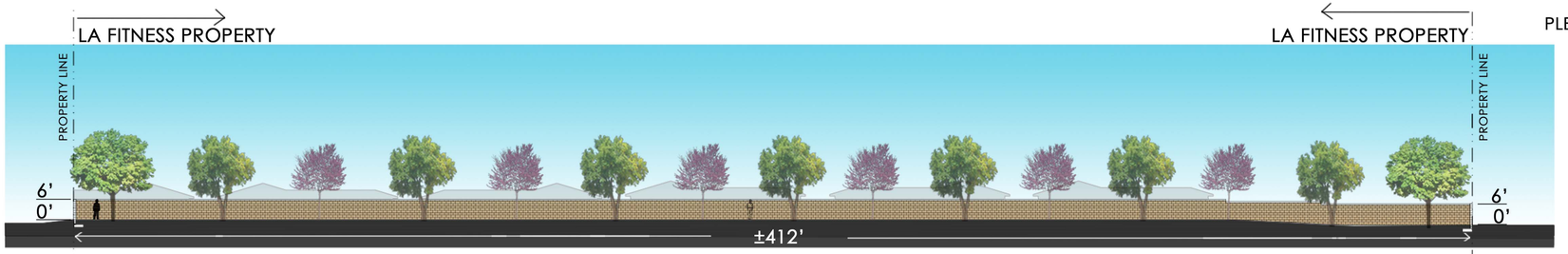
DPR2018-0009



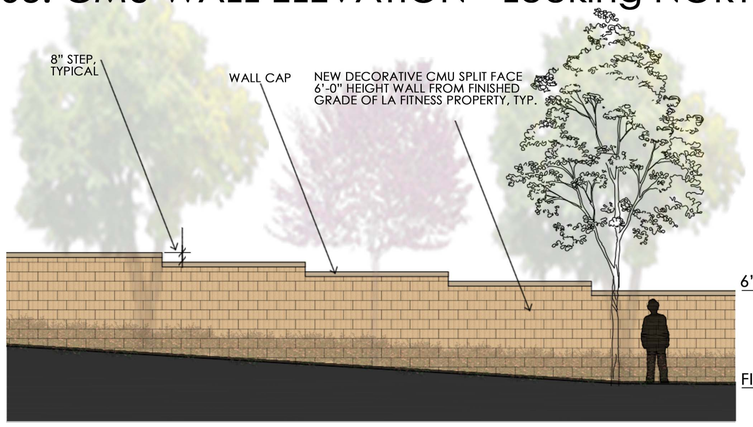
01. CMU WALL ELEVATION - Looking WEST - from parking lot



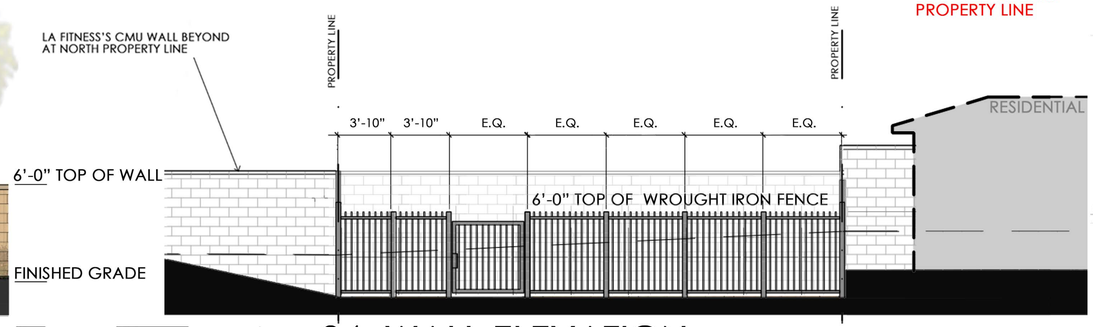
02. CMU WALL ELEVATION - Looking EAST - FROM PARKING LOT



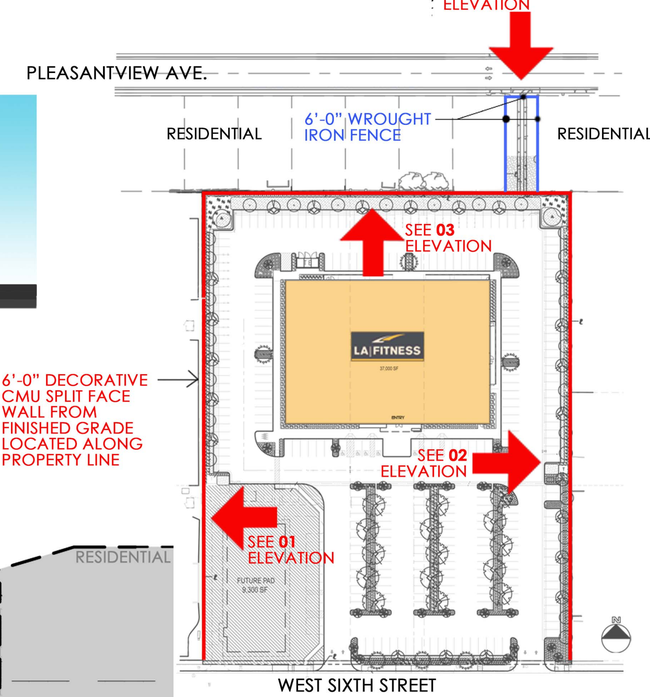
03. CMU WALL ELEVATION - Looking NORTH - FROM PARKING LOT



ENLARGE WALL ELEVATION - TYPICAL



04. WALL ELEVATION AT PLEASANT VIEW AVE.



REFERENCE FENCE PLAN

NOT TO SCALE

A-4

FENCE & WALL PLAN

AO#: 2018-061

EXHIBIT E

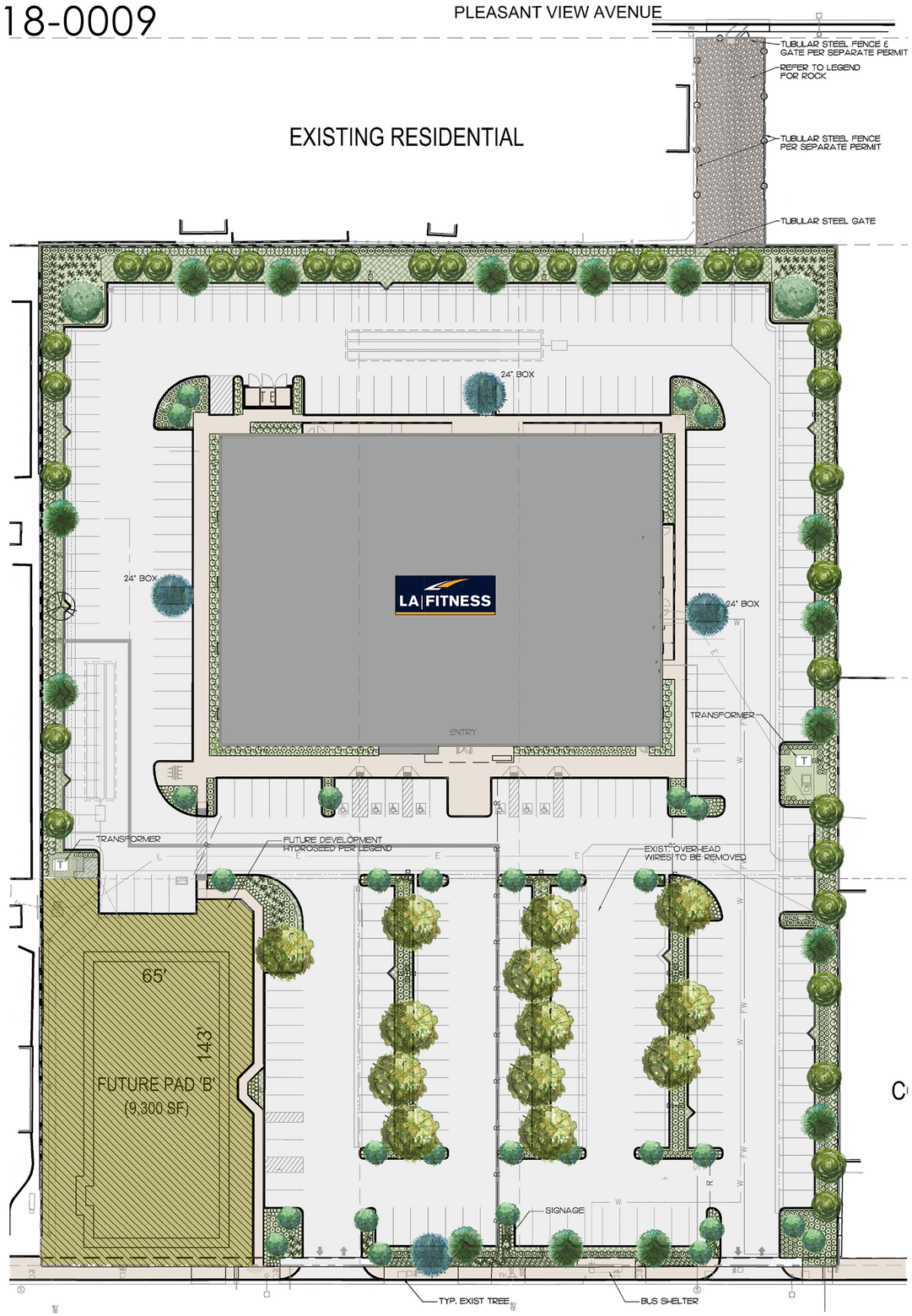
LA FITNESS
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1101

DPR2018-0009



PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	W.U.C.C.L. #3
TREES						
	PARKINSONIA ACULEATA	MEXICAN PALO VERDE	36" BOX	13	STANDARD	VL
	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	16	STANDARD	L
	QUERCUS ILEX	HOLLY OAK	36" BOX	2	STANDARD	L
	ARBUTUS 'MARINA'	STRAWBERRY TREE	24" BOX 36" BOX	17 14	MULTI	M
	GEIJERA PARVIFOLIA	AUSTRALIAN WILLOW	36" BOX 24" BOX	1 3	STANDARD STANDARD	L
	WASHINGTONIA HYBRID	HYBRID FAN PALM	12'-14' BTH	29		L
SHRUBS						
	ALOE STRIATA	CORAL ALOE	5 GAL	431	2'-0" O.C.	L
	LEYMUS CONDENSATUS 'CANYON PRINCE'	WILD RYE	5 GAL	171	3'-6" O.C.	M
	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY	5 GAL	270 105	2'-6" O.C. 3'-6" O.C.	M
	LAVANDULA INTERMEDIA 'PROVENCE'	FRENCH LAVENDER	5 GAL	362	3'-0" O.C.	L
	DODONEA VISCOSA 'PURPUREA'	PURPLE HOPSEED BUSH	5 GAL	44	4'-6" O.C.	L
	PRUNUS CAROLINIANA 'COMPACTA'	CAROLINA LAUREL CHERRY	5 GAL	68	4'-0" O.C.	M
	STIPA TENUISSIMA	MEXICAN FEATHER GRASS	5 GAL	79	2'-6" O.C.	L
	STIPA GIGANTEA	GIANT FEATHER GRASS	5 GAL	406	3'-6" O.C.	L
	YUCCA FILAMENTOSA 'COLOR GUARD'	VARIEGATED ADAM'S NEEDLE	5 GAL	150	AS SHOWN	L
	MYRTUS COMMUNIS 'COMPACTA VARIEGATA'	VARIEGATED DWARF MYRTLE	5 GAL	42	3'-6" O.C.	L
GROUNDCOVERS						
	SENECIO SERPENS	BLUE CHALK STICKS	1 GAL.	639 S.F.	18" O.C. TRIANGULARLY SPACED	L
	FESTUCA GLAUCA	BLUE FESCUE	FLATS	4,022 S.F.	18" O.C. TRIANGULARLY SPACED	L
	FESTUCA MAIREI	MAIRE'S FESCUE	1 GAL.	5,566 S.F.	3'-0" O.C. TRIANGULARLY SPACED	L
	GRAVEL AT DRAINAGE AREA - 3/4" CRUSHED ROCK OVER FILTER FABRIC - 3,729 S.F.					
	NOTE: ROOT CONTROL BARRIER DEVICE. INSTALL IN LINEAR APPLICATION ONLY WHERE APPLICABLE					
	FUTURE CONSTRUCTION - HYDROSEED - 17,964 S.F.					

HYDROSEED MIX AVAILABLE FROM STOVER SEED COMPANY:
LOBULARIA MARITIMA
DIMORPHOTHECA PLUVIALIS
ESCHSCHOLZIA CAESPITOSA
ESCHSCHOLZIA CALIFORNICA
GAZANIA SPP.
LOTUS CORNICULATUS
NEMOPHILA MENZIESII
LUPINUS BICOLOR
PHLOX PANICULATA
PLANTAGO ERECTA
DIANTHUS BARBATUS
LEUCANTHEMUM VULGARE
LIMONIUM CALIFORICUM

LANDSCAPE CALCULATIONS	
SHRUB AREA:	33,546 S.F.
TURF AREA:	0 S.F.
TOTAL LANDSCAPE AREA:	33,546 S.F.

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION(S) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL TREES SHALL BE IN ACCORDANCE WITH STANDARDS SET FORTH IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" VERSION ANSI Z60.1-2004 FOR RECOMMENDED TREE SPECIFICATIONS, PUBLISHED BY THE "AMERICAN NURSERY & LANDSCAPE ASSOCIATION" WWW.ANLA.ORG & WWW.AGRINV.GOV/RESOURCES
3. ALL SHRUBS AND GROUND COVER SHALL EQUAL OR SURPASS WWW.ANLA.ORG FOR STANDARDS, QUALITY, AND SIZE.
4. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
5. SEE PLANTING DETAILS FOR PLANTING AND STAKING AND GUYING REQUIREMENTS.
6. FERTILIZER FOR ALL GROUND COVER AREAS SHALL BE AS SPECIFIED WITHIN THE SPECIFICATIONS.
7. REFER TO SPECIFICATIONS FOR STANDARDS OF MATERIALS AND WORKMANSHIP.
8. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, ROLLING, MOWING, RESEEDING, EDGING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
9. ALL SHRUB AREAS TO BE TOP DRESSED WITH 3" LAYER OF ORGANIC MULCH.
10. ALL TREES PLANTED WITHIN TEN (10) FEET OF ANY PAVING, WALLS, BUILDINGS, CURBS, ETC. SHALL BE INSTALLED WITH AN APPROVED 'DEEP ROOT BARRIER' (EXCLUDING PALMS).
11. FINISH GRADE TO BE 1" BELOW TOP OF CURB OR SIDEWALK FOR TURF AND GROUND COVER AREAS.
12. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF UTILITIES. REPAIR TO INCLUDE ALL DAMAGED IRRIGATION AND PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
13. ALL PLANTER AREAS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS. LANDSCAPE CONTRACTOR SHALL OBTAIN SOIL TEST.
14. ALL PLANTED AREAS TO BE IRRIGATED UTILIZING LOW VOLUME SPRAY HEADS, BUBBLERS AND/OR DRIP EMITTERS CONNECTED TO AN AUTOMATIC REMOTE CONTROL VALVE AND TIED INTO A CENTRAL AUTOMATIC IRRIGATION CONTROLLER.
15. IRRIGATION CONTROLLER TO BE INSTALLED WITH RAIN SENSOR DEVICE (RAIN BIRD OR EQUAL) TO CONSERVE WATER.
16. ALL PLANTING AND IRRIGATION ON THIS PROJECT SHALL ADHERE TO CITY OF CORONA LANDSCAPE STANDARDS.
17. ALL FINISH GRADING SHALL BE DIRECTED AWAY FROM THE BUILDING AND WALKS AND TOWARDS THE PERVIOUS PLANTER AREAS TO THE MAXIMUM EXTENT PRACTICABLE. REFER TO CIVIL PLANS FOR GRADING AND DRAINAGE.
18. ALL UTILITIES TO BE SCREENED WITH PLANTING AND ALL BACKFLOW PREVENTERS TO BE SCREENED WITH PLANTING AND INSTALLED WITH A STAINLESS STEEL SECURITY ENCLOSURE.
19. DEVELOPED AREAS OF THIS PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
20. MAXIMUM WATER ALLOWANCE AND ESTIMATED WATER USE SHALL BE CALCULATED AND SUBMITTED ON ALL LANDSCAPE CONSTRUCTION DOCUMENTS SUBMITTED TO THE CITY OF CORONA, CALIFORNIA.
21. ALL TREES TO BE MAINTAINED AND TRIMMED TO ACHIEVE OPTIMUM GROWTH.

GRAPHIC SCALE

(IN FEET)
1 inch = ft.

I PLANTING PLAN
3/32"= 1'-0"

N

ARCHITECTS ORANGE
145 North Orange Street • Orange, California 92868 • 714 450-0350

REGISTERED LANDSCAPE ARCHITECT
CHRISTOPHER A. HOURIAN
No. 3482
RENEWAL 2019
STATE OF CALIFORNIA

LA|FITNESS

CORONA
WEST SIXTH STREET
CORONA, CALIFORNIA

Consultant

hourian associates, inc.
landscape architecture + design
107 avenida miramar, suite d
san clemente, california 92672
p: 949.489-5923 efax: 877.271.3122
e: team@hourianassociates.com

FITNESS INTERNATIONAL, LLC.
3161 MICHELSON DRIVE Ste. 600
IRVINE, CA 92612

PRELIMINARY LANDSCAPE PLAN

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DATE
Plan Check
Bid Set
Permit
Project Number
Drawing Name
Plot Date

EXHIBIT F

SHEET
L4

1102

1160 Railroad St.
Corona, CA 92882
Tel. 800.862.3202
www.ad-s.com

REALITY BEGINS WITH VISION

Prepared for:

LA|FITNESS

1421 W. 6th Street
Corona, CA 92882

From: ROBIN BELL
cell: 909.721.4535
email: rbell@ad-s.com

Scope of Work				
Sign	Sign Type	Square Feet	Illuminated	Quantity
A	Channel Letters	90.00	Yes	1
B	Channel Letters	20.63	Yes	1
C	Building Address Numbers	2.63	No	1
D	Monument Sign	49.98	Yes	1

☐ Conceptual Package
☑ Permit Package
☐ Production Package

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Due to the limitations of desktop scanners and the relative inconsistencies of various display monitors and printers, the colors you see on your screen or on paper may not be a totally accurate reproduction of the actual product. We strive to make our colors as accurate as possible, but screen and printed images are intended as a guide only and should not be regarded as absolutely correct. Site conditions and onsite lighting can also affect how the product appears (i.e. LED, different fluorescent bulbs, Natural Light, Backlit, Rabbit, Facelit). **We recommend that you request a color sample** as CMYK (Cyan, Magenta, Yellow and Black) are the colors used in the printing process, whereas RGB (Red, Green and Blue) are the colors used by screen displays such as your monitor. For this reason and due to variations introduced by light and monitor equipment, the colors on your screen or a print may not exactly match the finished product.
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Client Name (Please Print) _____ Date ____/____/____
Client Name (Signature) _____
PLEASE INITIAL ALL PAGES
AD/S Drawing #44687 Rev. #04(PS) Rev. Date: 2019-04-26
Pages: 9 (including cover)

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit
☐ Rejected

Typography & Symbols

TYPOGRAPHY:

Mission Gothic Regular (address Numerals)
1234567890

SYMBOLS:

LA|FITNESS

Colors & Materials

Paint Colors

P-1 — Medium Gray, pre-painted aluminum coil (channel returns: Signs A, B)

P-2 — Light Enhancement, MP 32071 "white wonder" (inside channels: Signs A, B)

P-3 — Matthews MP 05759 "mellow mood" (match to PMS 141c, Signs A: accent bands)

P-4 — Matthews MP 59647 "black is back" (address numbers) TO BE VERIFIED

Materials

M-1 — White Acrylic: 3/16" thick #2447 (channel faces: Signs A, B)

M-2 — Aluminum: .040" thick

M-3 — Aluminum: .063" thick

M-4 — Aluminum: extrusion

M-5 — Sintra: 1/2" thick (Sign C)

Vinyl Colors

V-1 — Translucent: 3M 3630-36 "blue" (Sign B)

V-2 — Translucent: 3M 3630-75 "marigold" (Sign B

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■ Signage + Fabrication
■ Displays + Fixtures
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Client: LA|FITNESS, 3161 Michelson Drive, Suite 600, Irvine, CA 92612

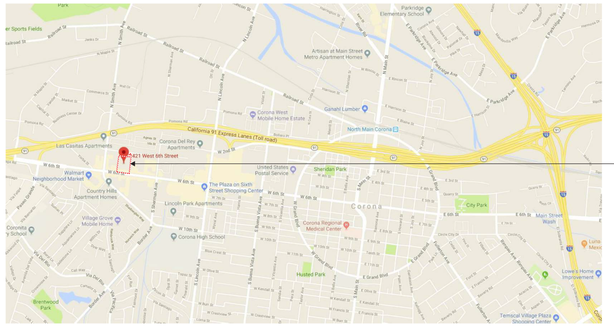
Project: LA|FITNESS, 1421 W. 6th Street, Corona, CA 92882

Revisions: 1 SR: 2019-04-26 show 10' set back from property line on Sheet No. 4.0

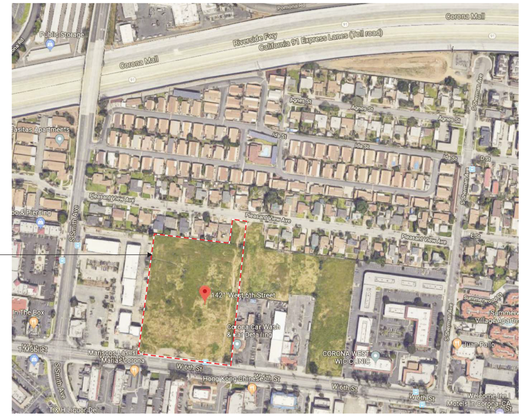
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Project No: 44687-R04(PS) RB/AR/SH
Date: 2019-04-26
Sign Type: Materials & Colors
Sheet No: MC1.0 2 of 9

PROJECT LOCATION



1 VICINITY MAP
SCALE: NTS



2 LOCAL MAP
SCALE: NTS

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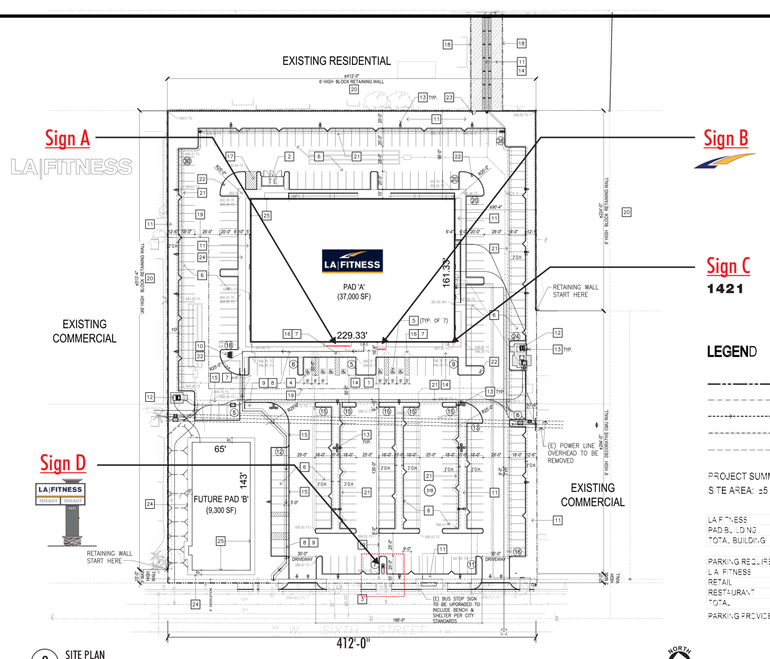
Client: LA|FITNESS, 3161 Michelson Drive, Suite 600, Irvine, CA 92612

Project: LA|FITNESS, 1421 W. 6th Street, Corona, CA 92882

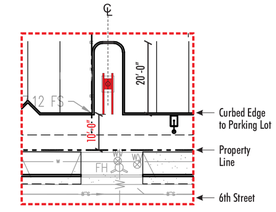
Revisions: 1 SR: 2019-04-26 show 10' set back from property line on Sheet No. 4.0

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Project No: 44687-R04(PS) RB/AR/SH
Date: 2019-04-26
Sign Type: Site Location
Sheet No: SP1.0 3 of 9



3 SITE PLAN
SCALE: 1" = 80'-0"



A SITE PLAN DETAIL, SIGN D
SCALE: 1" = 20'-0"

LEGEND

PROPERTY LINE
REDWOOD HEADER
ACCESSIBLE PATH OF TRAVEL
RETAINING WALL
DEDICATION (NEW PROPERTY LINE)

PROJECT SUMMARY
SITE AREA: ±5 ACRE

		PAD BUILDING	
		RETAIL	RESTAURANT
LA FITNESS	37,000		
PAD BUILDING		3,000	6,300
TOTAL BUILDING		46,300	
PARKING REQUIRED			
LA FITNESS	@ 1/150	@ 1/250	@ 1/100
	247		
RETAIL		12	
RESTAURANT			63
TOTAL		322	
PARKING PROVIDED		322	

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Client: LA|FITNESS, 3161 Michelson Drive, Suite 600, Irvine, CA 92612

Project: LA|FITNESS, 1421 W. 6th Street, Corona, CA 92882

Revisions: 1 SR: 2019-04-26 show 10' set back from property line on Sheet No. 4.0

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Project No: 44687-R04(PS) RB/AR/SH
Date: 2
Sign Type: S
Sheet No: SP1.1 4 of 9

EXHIBIT G1

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3161 Michelson Dr. Ste.600 Irvine, CA 92612 (949) 255 7296

West SIXTH Street, Corona, CA

DPR2018-0009
AO#: 2018-061
05.30.2019

SIGNAGE

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144 North Orange St. Orange, CA 92866 (714) 639 9860

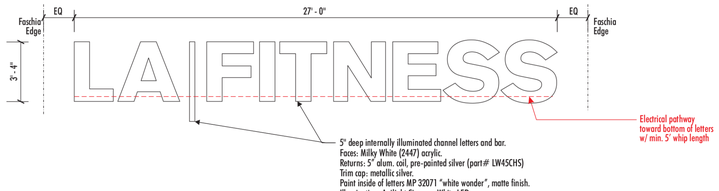
SI-1

1103

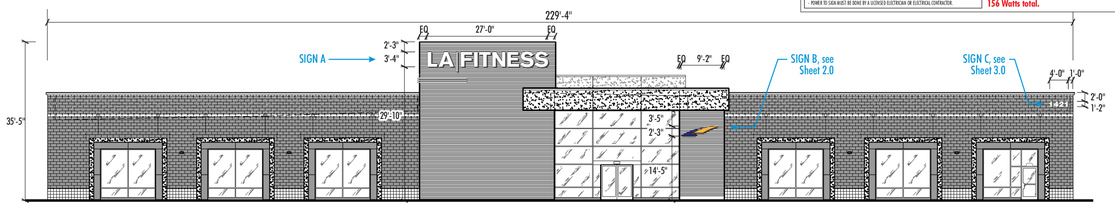
Sign A: South Elevation

Qty: One (1) Set

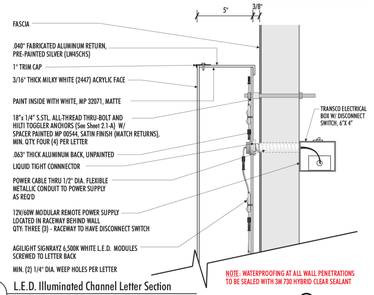
Sign Area = 90.00 Sq. Ft.



1 FRONT VIEW - Sign 'A'
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



A L.E.D. Illuminated Channel Letter Section
SCALE: NTS

ALL COMPONENTS TO BE UL APPROVED

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

ALL TRANSFORMERS SHALL BE 120V GROUND FAULT INTERRUPTED TRANSFORMERS.
ALL SIGNS HAVE - DEDICATED BRANCH CIRCUIT
- THREE WIRES - LINE, NEUTRAL, & GROUND
- WIRE SIZE - MINIMUM OF 12 GA. THHN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.
- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- VOLTAGE DROPSHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUNDING PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

1 Dedicated 20 Amp Circuit at 120 Volts

Note #1: All herein is not in sign company's scope of work and must be in place prior to installation.

Note #2: Actual draw will be 2.6 Amps total and 156 Watts total.

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Client: **LA|FITNESS**
3161 Michelson Drive, Suite 600
Irvine, CA 92612

Project: **LA|FITNESS**
1421 W. 6th Street
Corona, CA 92882

Revisions:
1 SR: 2019-04-26 show 18" set back from property line on Sheet No. 4.0

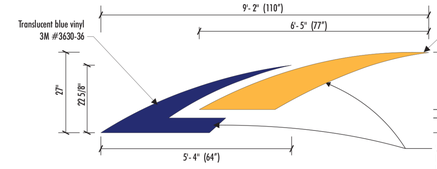
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Project No: 44687-R04(PS) RB/AR/SH
Date: 2019-04-26
Sign Type: Sign A
Sheet No: 1.0 5 of 9

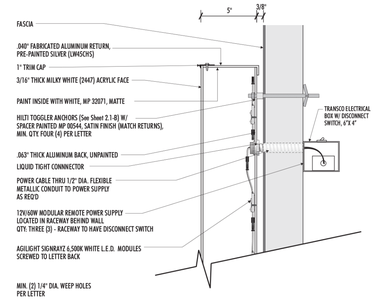
Sign A: South Elevation

Qty: One (1) Sign

Sign Area = 20.63 Sq. Ft.



1 FRONT VIEW - Sign 'B'
SCALE: 1/2" = 1'-0"



L.E.D. ILLUMINATED CHANNEL LETTER SECTION

ALL COMPONENTS TO BE UL APPROVED

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

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- WIRE SIZE - MINIMUM OF 12 GA. THHN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.
- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- VOLTAGE DROPSHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUNDING PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

1 Dedicated 20 Amp Circuit at 120 Volts

Note #1: All above is not in sign company's scope of work and must be in place prior to installation.

Note #2: Actual draw will be 2.6 Amps total and 156 Watts total.

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Client: **LA|FITNESS**
3161 Michelson Drive, Suite 600
Irvine, CA 92612

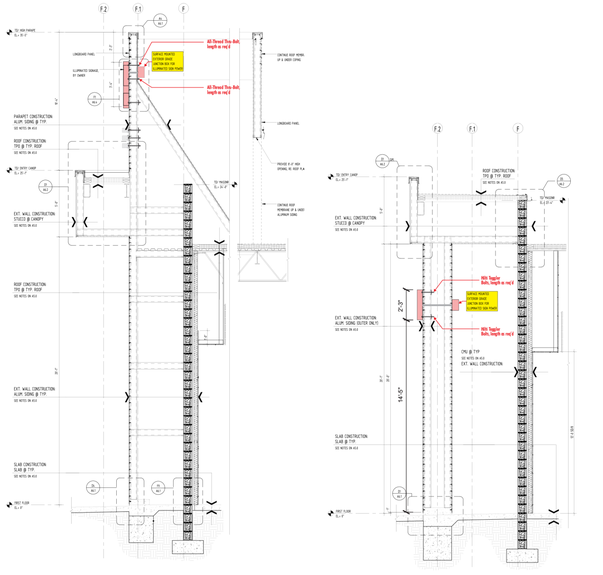
Project: **LA|FITNESS**
1421 W. 6th Street
Corona, CA 92882

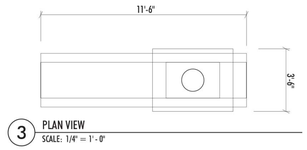
Revisions:
1 SR: 2019-04-26 show 18" set back from property line on Sheet No. 4.0

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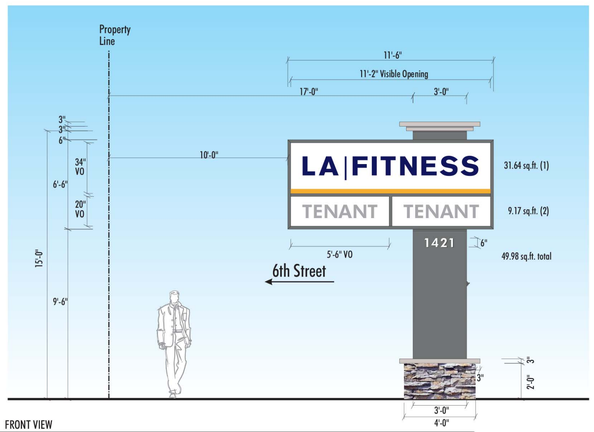
Project No: 44687-R04(PS) RB/AR/SH
Date: 2019-04-26
Sign Type: Sign B
Sheet No: 2.0 6 of 9

Sign Attachments, Building Sections

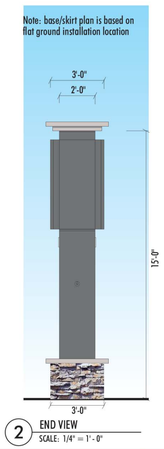

F2
F1
F
ROOF CONSTRUCTION TYP @ TYP. ROOF
SEE NOTES ON A3.0
EXT. WALL CONSTRUCTION STUCCO @ CANOPY
SEE NOTES ON A3.0
EXT. WALL CONSTRUCTION ALUM. SIDING (OUTER ONLY)
SEE NOTES ON A3.0
SLAB CONSTRUCTION SLAB @ TYP.
SEE NOTES ON A3.0
EXIST. FLOOR
ALUM. SIDING @ TYP.
PARAPET CONSTRUCTION
SURFACE MOUNTED ANCHOR PLATE (ANCHOR BOLTS BY OTHERS)
SEE NOTES ON A3.0
All Thread Thru-Bolt, length as req'd
All Thread Thru-Bolt, length as req'd
14'-5"
2'-3"
HOLLOW METAL DOOR
HOLLOW METAL FRAME
ONE @ TYP.
EXT. WALL CONSTRUCTION
CONTINUE ROOF MEMBRANE AT 4" ABOVE ROOF
CONTINUE ROOF MEMBRANE AT 4" ABOVE ROOF
TOP OF PARAPET
TOP OF CANOPY
TOP OF PARAPET
TOP OF CANOPY
SEE NOTES ON A3.0
SEE NOTES ON A3.0
SEE NOTES ON A3.0



3 PLAN VIEW
SCALE: 1/4" = 1'-0"



1 FRONT VIEW
SCALE: 1/4" = 1'-0"



2 END VIEW
SCALE: 1/4" = 1'-0"

Qty. One (1)
Double Faced Monument Sign

fabricated alum. construction with alum. angle sub-framing
sub-framing mechanically attaches to steel post (per Engineering, pending)
steel post anchored into concrete (per Engineering, pending)
electrical power to sign to be supplied by G.C. prior to sign installation
step-down transformer(s) inside sign
3/16" white acrylic tenant panels w/ LED illumination
tenant copy colors per brand standards via translucent vinyl
sign colors to match project
LED illumination is 6,500k white
disconnect switch located on non-street end of sign
address is non-illum,. flat cut 1/2" white acrylic

ALL COMPONENTS TO BE (UL) APPROVED

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

ALL TRANSFORMERS SHALL BE, (GFI) GROUND FAULT-INTERRUPTED TRANSFORMERS.
ALL SIGNS HAVE - DEDICATED BRANCH CIRCUIT
- THREE WIRES - LINE, NEUTRAL, & GROUND
- WIRE SIZE - MINIMUM OF 12 GA. THHN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.
- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- NEUTRAL SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUNDING PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

2 Dedicated 20 Amp Circuit at 480 Volts

Note #1: All above is not in sign company's scope of work and must be in place prior to installation.

Note #2: Electrical to be brought to base of sign (by others) and not in sign company's scope of work.

Note #3: Timers and/or photocells for signs to be furnished and installed by the customer's electrician, who should also ensure that the completed electrical system is code compliant.

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Client:
LA|FITNESS
3161 Michelson Drive, Suite 600
Irvine, CA 92612

Project:
LA|FITNESS
1421 W. 6th Street
Corona, CA 92882

Revisions:
1 SR: 2019-04-26 show 1.0' set back from property line on Sheet No. 4.0
2
3

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Project No: 44687-R04(PS) RB/AR/DH
Date: 2019-04-26
Sign Type: Sign D: Monument Sign
Sheet No: 4.0 9 of 9

EXHIBIT G3

FITNESS
INTERNATIONAL, LLC

August 23, 2018

Via email: Lupita.Garcia@CoronaCA.gov

Ms. Lupita Garcia, Assistant Planner
City of Corona Community Development
400 S Vicentia Avenue, Ste 120
Corona, CA 92882

Dear Ms. Garcia:

Re: Proposed LA Fitness Club
1435 W. Sixth Street, Corona, CA
Applicant's Letter re Precise Plan Review Submittal

We are pleased to submit Applicant's Letter recapping our project as follows:

Proposed Land Use and Surrounding Uses
The site is zoned as C3 General Commercial which is intended for higher intensity commercial needs including convenient automobile access. Health/Fitness clubs are permitted by zone. The site is currently vacant and is located on the north side of Sixth Street, just east of Smith Avenue.

The proposed project is comprised of 4 parcels totaling approximately 5 acres. Working with Public Works, the LAF team recently adjusted the lot lines to create 2 parcels. The site is bounded by single-family residential to the north, commercial and vacant land to the east, W. 6th Street to the south, and existing commercial to the west. We share the northerly property line with six residential properties. One of our parcels is a residential "appendage parcel" that fronts on Pleasant View Avenue. This parcel will be improved to support drainage and will not be parked on or actively used.

3161 Michelson Drive, Suite 600, Irvine, California 92612

EXHIBIT H

Site Design, Parking & Access
We attempted to strike a balance with the building relatively close to the street, but with the majority of our parking in the front parking field where it's visible to view. The rear parking is available as overflow parking during peak days/times. The perimeter parking aisle around the building creates convenient access for emergency vehicles, especially fire trucks.

The site has been designed to accommodate an approximate 9,300 shop building in the south west corner fronting on Sixth Street. Given the conditions above, we made best effort to separate the driveways at Sixth Avenue. The site is gently sloping to the south. Coupled with our large, level footprint requirement, the grading solution was challenging. We are pleased that we were allowed to route our sewer to Pleasant View Avenue. This allowed us to minimize the amount of fill dirt and significantly reduce the height of the required 6' boundary wall facing the neighbors at our northerly property line.

Architecture and Materials
The entry elevation incorporates our national prototype design including a large glazed opening at the entry flanked by vertical tower elements incorporating our sign, corporate logo and "Longboard" simulated wood. Longboard is extruded aluminum with the highest quality powder coating. Additionally, it's LEED qualified with no painting, staining or long-term maintenance required. It will provide a lasting, high quality design look for many years. The entry elevation also incorporates six, repetitive "punched" openings that are highly articulated including suspended eyebrows. The other elevations incorporate a complimentary blend of varying CMU units in a similar color for a refined, sophisticated look. The rear elevation facing the residences incorporates either high, clerestory glazing or glass block to add interest while allowing light into the building while eliminating any views to the residential properties.

Landscaping
The landscape theme reflects a variety of colorful trees and shrubs that define the various exterior spaces within the property. Entry points have been highlighted with Palm Trees, while the parking area reflects a grove of light and airy canopy trees. The perimeter landscape has a mixture of trees and shrubs to screen and highlight the perimeter landscape treatment. The rear landscape treatment focuses on additional larger Trees and shrubs for residential privacy.

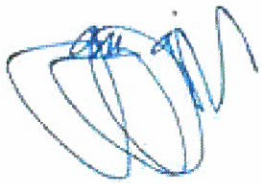
3161 Michelson Drive, Suite 600, Irvine, California 92612

Fencing
We have incorporated the code required 6' minimum high masonry wall separating our commercial parcels from the adjacent parcels to the north. Due to the sloping configuration of our site, the perimeter wall will be retaining approximately 4' of earth at the northwest corner of our property. This means that the 6' high wall on the LAF side will be a 10' wall on the homeowner side at this location. This is the point of maximum retainage/maximum wall height. The retainage approaches "0" at the northeast corner of the property.

Since our residential appendage parcel abuts other residential parcels, there is no requirement for fencing at this parcel. Related to the grading comments above, we have retaining walls of varying heights on both side property lines that abut adjacent commercial uses. As is typical for a commercial project there is no fencing at Sixth Ave.

Please let us know if there are additional questions.

Best Regards



Greg Gill, SRVP Development

3161 Michelson Drive, Suite 600, Irvine, California 92612

CITY OF CORONA
MITIGATED NEGATIVE DECLARATION

NAME, DESCRIPTION AND LOCATION OF PROJECT:

PP2018-0005: A precise plan application to develop a 37,000 square foot LA Fitness health club and a 9,300 square foot future commercial pad on five acres located north of west Sixth Street, and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) Zone.

ENTITY OR PERSON UNDERTAKING PROJECT:

Greg Gill
Fitness International, LLC
3161 Michelson Drive, Suite 600
Irvine, CA 92612

Hehr International Inc.
360 East 1st Street #76
Tustin, CA 92780

The Planning and Housing Commission, having reviewed the initial study of this proposed project and the written comments received prior to the public meeting of the Planning and Housing Commission, and having heard, at a public meeting of the Commission, the comments of any and all concerned persons or entities, including the recommendation of the City's staff, does hereby find that the proposed project may have potentially significant effects on the environment, but mitigation measures or revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to a point where clearly no significant effects will occur. **Therefore, the Planning and Housing Commission hereby finds that the Mitigated Negative Declaration reflects its independent judgment and shall be adopted.**

The Initial Study and other materials which constitute the records of proceedings, are available at the office of the City Clerk, City of Corona City Hall, 400 S. Vicentia Avenue, Corona, CA 92882.

Date: _____ _____
Chair
City of Corona

Date filed with County Clerk: _____

1109

EXHIBIT I

CITY OF CORONA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

PROJECT TITLE:
PP2018-0005

PROJECT LOCATION:
North side of West Sixth Street, east of Smith Avenue (1415 and 1435 W. Sixth Street) in the City of Corona, County of Riverside (APN: 118-130-008 and 118-130-027).

PROJECT PROPONENT:
Greg Gill
Fitness International, LLC
3161 Michelson Drive, Suite 600
Irvine, CA 92612

Hehr International Inc.
360 East 1st Street #76
Tustin, CA 92780

PROJECT DESCRIPTION:
The proposed project entails the development of a 37,000 square foot LA Fitness health club on five acres of land located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Commercial) Zone. The project also includes a 9,300 square foot pad which will remain undeveloped at this time. PP2018-0005 is an application to review the site plan, architecture, landscaping, and fence/wall design for the proposed LA Fitness health club. The project site is an infill lot which has been vacant for the past 34 years.

ENVIRONMENTAL SETTING:
Presently, the subject site is an undeveloped dirt lot with sparse seasonal vegetation. The site contains a mixture of block wall and wood fencing on the north perimeter adjacent to existing single family homes, and chain link fencing on the east perimeter adjacent to a carwash and a vacant lot. Abutting the property to south is west Sixth Street. The portion of Sixth Street adjacent to the site is improved with roadway, curb and gutter, and sidewalk. To the west is existing commercial development with a primary focus on automobile repair businesses.

Located to the north of the project site are single family homes in the R1-7.2 (Single Family Residential, minimum lot size 7,200 square feet). To the southeast is a carwash in the C-3 (General Community Commercial) Zone. To the northeast is a vacant lot in the R1-7.2 Zone. To the south is Sixth Street with commercial developments beyond. To the west are automobile repair businesses located in the C-3 Zone.

GENERAL PLAN \ ZONING:
The subject property has a zoning of C-3 (General Community Commercial) and a General Plan designation of GC (General Commercial). The project is consistent with the site's zoning and General Plan designation as the project is to develop a 37,000 square foot LA Fitness health club. The future use of the 9,300 square foot pad has not been determined yet, but will be analyzed separately for conformance with the C-3 Zone and General Commercial designation at the time of its development.

STAFF RECOMMENDATION:

The City's Staff, having undertaken and completed an initial study of this project in accordance with the City's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)", has concluded and recommends the following:

___ The proposed project could not have a significant effect on the environment. **Therefore, a NEGATIVE DECLARATION will be prepared.**

___ The proposed project could have a significant effect on the environment, however, the potentially significant effects have been analyzed and mitigated to below a level of significance pursuant to a previous EIR as identified in the Environmental Checklist attached. **Therefore, a NEGATIVE DECLARATION WILL BE PREPARED.**

_X_ The Initial Study identified potentially significant effects on the environment but revisions in the project plans or proposals made by or agreed to by the applicant would avoid or mitigate the effects to below a level of significance. **Therefore, a MITIGATED NEGATIVE DECLARATION will be prepared.**

___ The proposed project may have a significant effect on the environment. **Therefore, an ENVIRONMENTAL IMPACT REPORT is required.**

___ The proposed project may have a significant effect on the environment, however, a previous EIR has addressed only a portion of the effects identified as described in the Environmental Checklist discussion. As there are potentially significant effects that have not been mitigated to below significant levels, a **FOCUSED EIR will be prepared to evaluate only these effects.**

___ There is no evidence that the proposed project will have the potential for adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The following indicates the areas of concern that have been identified as "Potentially Significant Impact" or for which mitigation measures are proposed to reduce the impact to less than significant.

- ❑ Land Use Planning
- ❑ Population and Housing
- ❑ Geologic Problems
- ❑ Hydrology and Water Quality
- ☒ Air Quality
- ❑ Transportation / Traffic
- ❑ Biological Resources
- ❑ Mineral Resources
- ❑ Hazards / Hazardous Materials
- ❑ Noise
- ❑ Public Services
- ❑ Utilities
- ❑ Aesthetics
- ☒ Cultural Resources
- ❑ Agricultural Resources
- ❑ Greenhouse Gases
- ❑ Mandatory Findings of Significance

Date Prepared: July 17, 2019 Prepared By: Lupita Garcia, Assistant Planner

Contact Person: Lupita Garcia Phone: (951) 736-2262

AGENCY DISTRIBUTION
(check all that apply)

_____ Responsible Agencies
_____ Trustee Agencies (CDFG, SLC, CDPR, UC)
_____ State Clearinghouse (CDFG, USFWS, Redevelopment Projects)
_____ AQMD
_____ WQCB
_X_ Other: Pechanga Band of Luiseno, Soboba Band of Luiseno Indians Joseph and Luebben, Santa Rosa Band of Cahuilla Mission Indians, Gabrieleno/Tongva San Gabriel Band of Mission Indians.

AGENCY DISTRIBUTION

_X_ Southern California Edison

Southern California Edison Co.
Local Governmental Affairs
Land Use / Environmental Coord.
2244 Walnut Grove Avenue
Rosemead, CA 91770

Note: This form represents an abbreviation of the complete Environmental Checklist found in the City of Corona CEQA Guidelines. Sources of reference information used to produce this checklist may be found in the City of Corona Community Development Department, 400 S. Vicentia Avenue, Corona, CA.

1. LAND USE AND PLANNING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with any land use plan/policy or agency regulation (general plan, specific plan, zoning)	☐	☐	☐	☒
b. Conflict with surrounding land uses	☐	☐	☐	☒
c. Physically divide established community	☐	☐	☐	☒

Discussion:

The project site is zoned C-3 (General Community Commercial) and designated as GC (General Commercial) on the city's General Plan Land Use Map. The proposed project does not conflict with the project site's zoning and General Plan designation as the proposed health club is a permitted use and any future development on the second pad will be required to comply with the C-3 Zone and GC designation in terms of land use. Therefore, no mitigation would be required.

The project is bounded by single family homes to the north, a carwash and vacant land to the east, Sixth Street to the south with commercial development located beyond, and an automobile repair development to the west. Since the project is for a commercial development, it would not conflict with the surrounding land uses or physically divide the area which is predominantly commercial. Therefore, no mitigation is necessary.

2. POPULATION AND HOUSING:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial growth	☐	☐	☐	☒
b. Displace substantial numbers of existing housing or people	☐	☐	☐	☒

Discussion:

Commercial development is proposed on the five-acre project site. The General Plan designation is GC (General Commercial), therefore, the project will not induce substantial growth or exceed the city's population projections established in the 2004 General Plan for build-out year 2025. Therefore, no impact would occur and no mitigation would be required.

The project will not displace substantial numbers of existing housing or people as the project site is currently vacant; therefore, no mitigation would be required.

3. GEOLOGIC PROBLEMS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fault /seismic failures (Alquist-Priolo zone) /Landslide/Liquefaction	☐	☐	☐	☒
b. Grading of more than 100 cubic yards	☐	☐	☒	☐
c. Grading in areas over 10% slope	☐	☐	☐	☒
d. Substantial erosion or loss of topsoil	☐	☐	☐	☒
e. Unstable soil conditions from grading	☐	☐	☐	☒
f. Expansive soils	☐	☐	☒	☐

Discussion:

Per the Geotechnical Engineering Investigation Report prepared for the project site by Salem Engineering Group, Inc. (March 23, 2018), there are no known active fault traces in the project vicinity. The site is not located in an Alquist-Priolo

Earthquake Fault Zone and thus, ground rupture due to faulting is considered unlikely at this site. The project will be subject to city and county local codes, the latest California Building Code (CBC), and the engineering recommendations recommended in the project's geotechnical investigation report. Therefore, any potential impacts related to fault/seismic failures would be reduced to a less than significant impact and no further mitigation would be necessary.

The site is relatively flat as it has a gentle less than 5% sloping grade. As such landslide/slope instability/ rock fall issues pose a very low risk. Soils liquefaction is a state of soil particles suspension caused by a complete loss of strength when the effective stress drops to zero. Liquefaction normally occurs under saturated conditions in soils such as sand in which the strength is purely frictional. Primary factors that trigger liquefaction are: moderate to strong ground shaking, relatively clean, loose granular soils, and saturated soil conditions. The Geotechnical Engineering Investigation Report shows the subject site is in a low liquefaction potential area. Therefore, no mitigation is warranted.

The project involves grading of more than 100 cubic yards. To minimize post-construction soil movement and provide uniform support for the proposed building, overexcavation and recompaction within the proposed building areas should be performed to a minimum depth of three feet below existing grade or two feet below proposed footing bottom, whichever is deeper. The overexcavation and recompaction should also extend laterally to minimum of five feet beyond the outer edges of the proposed footings. A representative from Salem Engineering Group Inc. should be present during all site clearing and grading operations to test and observe earthwork construction. The Geotechnical Engineer may reject any material that does not meet compaction and stability requirements. A preconstruction conference shall be held at the site prior to the beginning of grading operations with the owner, contractor, civil engineer and geotechnical engineer in attendance. Adherence to the city's grading regulations and the grading specifications identified in the geotechnical investigation report would ensure a less than significant impact would occur and no further mitigation would be required.

Development of the project would require the movement of on-site soils. Prior to the issuance of grading permits, the project applicant would be required to submit detailed grading plans for the project site and would be required to comply with applicable City's grading regulations established in the Corona Municipal Code. Furthermore, development of the site would involve more than one acre; therefore, the proposed project is required to obtain a National Pollutant Discharge Elimination System (NPDES) permit. A Storm Water Pollution Prevention Plan (SWPPP) would also be required to address erosion and discharge impacts associated with the proposed on-site grading. Additionally, the project is required to submit a final Water Quality Management Plan (WQMP) which would identify measures to treat and/or limit the entry of contaminants into the storm drain system. Since the project is required to adhere to the City's grading regulations, obtain an NPDES Permit, and prepare an SWPPP and WQMP, impacts associated with soil erosion hazards are less than significant and no mitigation is required.

4. HYDROLOGY AND WATER QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than significant Impact	No Impact
a. Violate water quality standards/waste discharge requirements	☐	☐	☒	☐
b. Deplete groundwater supplies	☐	☐	☐	☒
c. Alter existing drainage pattern	☐	☐	☐	☒
d. Increase flooding hazard	☐	☐	☐	☒
e. Degrade surface or ground water quality	☐	☐	☐	☒
f. Within 100-year flood hazard area	☐	☐	☐	☒
g. Increase exposure to flooding	☐	☐	☐	☒
h. Exceed capacity of storm water drainage system	☐	☐	☐	☒

Discussion:

Development of the project site would increase the area of impermeable surface paving which will result in an increase in surface runoff. The applicant has submitted a preliminary Water Quality Management Plan (WQMP) prepared by Joseph C. Truxaw & Associates, Inc. (February 21, 2019) to ensure that the project addresses potential water quality impacts. The applicant will be required to implement on site the Best Management Practices (BMPs) identified in the preliminary WQMP to minimize pollutant runoff into the City's storm water drainage system. A BMP for the project is to maintain landscapi 1113
using minimum or no pesticides. A BMP for the project is to maintain and periodically repaint or replace inlet markings. Another BMP is to sweep sidewalks and parking areas regularly and to prevent accumulation of litter and debris. Prior to issuance of a grading permit, the applicant will be required to submit a final WQMP to be reviewed by the Corona Public

Works Department. This will result in a less than significant impact to water quality and therefore, no further mitigation is required.

According to the California Department of Water Resources, the project site is located in the northwestern portion of the Temescal Groundwater Basin of the Upper Santa Ana River Valley (http://www.water.ca.gov/pubs/groundwater/bulletin_118/basindescriptions/8-2.09.pdf). The Temescal Groundwater Basin encompasses a surface area of 23,500 acres (37 square miles) with recharge predominantly occurring from percolation of precipitation on the valley floor and infiltration of stream flow within tributaries exiting the surrounding mountains and hills. The proposed project's ability to interfere substantially with groundwater recharge lies within the installation of impermeable surfaces, which would reduce the amount of land available for groundwater recharge. Although the development of the proposed project would result in the installation of impermeable surfaces and infrastructure, the amount of land rendered impermeable by implementation of the proposed project is less than one percent of the total area of 23,500 acres of the groundwater basin's total recharge area. Since the project presents a negligible loss of permeable surface area for the Temescal Groundwater Basin, impacts associated with this topic are considered to be less than significant and no mitigation would be required. Furthermore, the project does not propose construction of wells or direct pumping of groundwater.

Per the Hydrology Study prepared for the project site by Joseph C. Truxaw & Associates, Inc. (February 21, 2019), the proposed development will not alter the existing drainage patterns. Therefore, any potential impacts to altering existing drainage patterns would be reduced to a less than significant impact and no further mitigation would be necessary.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMS), the project site is not within the 100-year flood hazard area. Development of the project site will not result in a flooding hazard nor will it expose the site and surrounding area to flooding. Therefore, no impacts are anticipated with respect to flooding and no mitigation is required.

5. AIR QUALITY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with air quality plan	☐	☐	☐	☒
b. Violate air quality standard	☐	☐	☐	☒
c. Net increase of any criteria pollutant	☐	☒	☐	☐
d. Expose sensitive receptors to pollutants	☐	☒	☐	☐
e. Create objectionable odors	☐	☐	☐	☒

Discussion:

An Air Quality Impact Analysis was prepared for the project by First Carbon Solutions (June 6, 2019), to analyze potential air impacts associated with the proposed project. Emissions were calculated using the latest version of CalEEMod (v2016.3.2), which is a computer model approved by the South Coast Air Quality Management District (SCAQMD) to calculate criteria pollutant emissions. The following discusses the project's compliance to air quality plans and potential short-term construction and long-term operational air quality impacts.

The project site is located within the City of Corona and is within the South Coast Air Basin (SoCAB). To the west of the SoCAB is the Pacific Ocean. To the north and east of the SoCAB are the San Gabriel, San Bernardino, and San Jacinto Mountains, while the southern limit of the SoCAB is the San Diego County Line. The SoCAB includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The air quality in the basin is impacted by dominant airflows, topography, atmospheric inversions, location, season, and time of day and is regulated by the SCAQMD which is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the Basin is in nonattainment. The project would be subject to SCAQMD's Air Quality Management Plan (AQMP), which contains a comprehensive list of pollution control strategies directed at reducing emissions and achieving ambient air quality standards. The AQMP is based on projections originating with county and city general plans. Since the proposed project is required to be consistent with the City of Corona General Plan, the project would be consistent with the AQMP. Therefore, no impacts would occur with respect to AQMP implementation, and no mitigation measures are required.

Short-term air impacts include construction related activities associated with the proposed project. These activities would result in emissions of VOC, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$ emissions from construction activities such as site preparatic 1114 grading, building construction, asphalt paving, and architectural coating, which have regional significance thresholds established by the SCAQMD. Any project with daily regional emissions that exceed any of the regulated thresholds should be considered as having an individually and cumulatively significant air quality impact. During construction, the project is

expected to comply with the regulatory construction requirements under the SCAQMD Rules which include but are not limited to Rule 1403 (Asbestos), Rule 1113 (Architectural Coatings), and Rule 403 (Fugitive Dust). The project's estimated maximum daily construction emissions are summarized below in Table 5-A. As shown, emissions resulting from project construction would not exceed the SCAQMD regional thresholds of significance for regulated pollutants. Therefore, a less than significant impact would occur and no mitigation is required.

Table 5-A: Maximum Daily Construction Air Pollutant Emissions

Construction Activity	Regional Pollutant Emissions (pounds per day)[1]					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Site Preparation—2019	1.93	19.15	11.99	0.02	8.31	4.90
Grading—2019	2.49	28.75	14.91	0.04	4.04	2.55

Table 5-A (cont.): Maximum Daily Construction Air Pollutant Emissions

Construction Activity	Regional Pollutant Emissions (pounds per day)[1]					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Building Construction—2019	1.97	16.19	12.42	0.03	1.98	1.01
Paving—2019	1.38	7.67	7.87	0.01	0.58	0.42
Paving—2020	1.33	7.08	7.82	0.01	0.55	0.39
Architectural Coating—2020	68.56	1.74	2.42	0.00	0.16	0.17
Maximum Daily Emissions	**68.56**	**28.75**	**14.91**	**0.04**	**8.31**	**4.90**
SCAQMD Significance Threshold	75	100	550	150	150	55
Significant Impact?	No	No	No	No	No	No

Notes:
VOC = volatile organic compounds; NO_X = oxides of nitrogen; CO = carbon monoxide; SO_X =sulfur oxides;
PM_{10} = particulate matter with aerodynamic diameter less than 10 microns;
$PM_{2.5}$ = particulate matter with aerodynamic diameter less than 2.5 microns
[1] Assumes compliance with SCAQMD Rule 403.
Source of emissions: CalEEMod Output (Appendix A)
Source of thresholds: SCAQMD 2015

Operational sources for land use development projects are typically distinguished as mobile, area, and energy emissions. Operations were analyzed assuming full-buildout of the proposed project in 2020. Table 5-B presents the project's maximum daily operational emissions between summer and winter seasons. As shown below in Table 5-B, the project would not exceed SCAQMD's thresholds of significance, indicating that ongoing project operations would not be considered to have the potential to generate a significant quantity of air pollutants. Therefore, long-term operational impacts associated with criteria pollutant emissions would be less than significant.

Table 5-B: Maximum Daily Operation Air Pollutant Emission

Operational Activity	Regional Pollutant Emissions (pounds per day) [1]					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Area	1.11	0.00	0.04	0.00	0.00	0.00
Energy	0.08	0.69	0.58	0.00	0.05	0.05
Mobile	4.16	27.63	37.00	0.14	9.16	2.53
Total Operational Emissions	**5.35**	**28.32**	**37.62**	**0.14**	**9.21**	**2.58**
SCAQMD Significance Threshold	55	55	550	150	150	55

Table 5-B (cont.): Maximum Daily Operational Air Pollutant Emissions

Operational Activity	Regional Pollutant Emissions (pounds per day) [1]					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Significant Impact?	No	No	No	No	No	No

Notes:
VOC = volatile organic compounds; NO_X = oxides of nitrogen; CO = carbon monoxide; SO_X =sulfur oxides;
PM_{10} = particulate matter with aerodynamic diameter less than 10 microns;
$PM_{2.5}$ = particulate matter with aerodynamic diameter less than 2.5 microns
[1] Emissions shown represent the maximum daily emissions from summer and winter seasons for each operational emission source and pollutant. The highest daily project emissions occurred in the winter run for NO_X, PM_{10}, and $PM_{2.5}$. The highest VOC emissions occurred in the summer run.
Source of emissions: FirstCarbon Solutions (FCS) and CalEEMod 2018 (see Appendix A).
Source of thresholds: SCAQMD 2015.

As shown on Table 5-C, the proposed project would not exceed the applicable LSTs (Localized Significance Threshold) for localized construction emissions. Therefore, the project's construction activities would not cause or contribute substantially to an existing or future ambient air quality standard violation. Accordingly, the project's construction-related criteria air pollutant and ozone precursor concentrations would not expose sensitive receptors to substantial pollutant concentrations. Therefore, the impact would be less than significant.

Table 5-C: Comparison of Construction LSTs and Project Construction Emissions

Activity	Maximum On-site Emissions (pounds per day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Site Preparation	19.09	11.19	8.10	4.85
Grading	26.01	13.99	3.68	2.44
Localized Significance Thresholds	270	1,700	12	8
Exceed Threshold?	**No**	**No**	**No**	**No**

Notes:
MF = Microfiltration
NO_X = nitrogen oxides CO = carbon monoxide PM_{10} and $PM_{2.5}$ = particulate matter
Phases are assumed to not overlap; therefore, the maximum daily emissions are from the highest representative phase.
PM_{10} and $PM_{2.5}$ emissions are from the mitigated output to reflect compliance with SCAQMD Rule 403—Fugitive Dust.
Source of emissions: CalEEMod Output (Appendix A).
Source of thresholds: SCAQMD 2009, for SRA 22, 5-acre site, 25 meters.

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As shown in Table 5-D, the project's maximum daily on-site operational emissions would not exceed any of the applicable SCAQMD LSTs. Therefore, the project's operational activities would not cause or contribute substantially to an existing or future ambient air quality standard violation. Accordingly, the project's operational criteria air pollutant and ozone precursor concentrations would not expose sensitive receptors to substantial pollutant concentrations. Therefore, the impact would be less than significant.

Table 5-D: Comparison of Operational LSTs and Project Operational Emissions

Activity	Maximum On-site Emissions (pounds per day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Area	0.00	0.04	0.00	0.00
Energy	0.69	0.58	0.05	0.05
Mobile	1.66	2.22	0.55	0.15
Total Project Localized Operational Emissions	2.35	2.84	0.60	0.20
Localized Significance Thresholds	270	1700	3	2
Exceed Threshold?	**No**	**No**	**No**	**No**

Notes:
MF = Microfiltration
NO_X = nitrogen oxides CO = carbon monoxide PM_{10} and $PM_{2.5}$ = particulate matter
Phases are assumed to not overlap; therefore, the maximum daily emissions are from the highest representative phase.
PM_{10} and $PM_{2.5}$ emissions are from the mitigated output to reflect compliance with SCAQMD Rule 403—Fugitive Dust.
Source of emissions: CalEEMod Output (Appendix A).
Source of thresholds: SCAQMD 2009, for SRA 22, 5-acre site, 25 meters.

Naturally Occurring Asbestos

Construction in areas of rock formations that contain naturally occurring asbestos could release asbestos in to the air and pose a health hazard. A review of the map containing areas more likely to have rock formations containing naturally occurring asbestos in California indicates that there are no areas likely containing naturally occurring asbestos in the immediate project area (California Department of Conservation 2000). Therefore, it can be reasonably concluded that the project would not expose sensitive receptors to naturally occurring asbestos during project construction and impacts would be less than significant.

TACs – On-site Workers

The State of California has determined that DPM (diesel particulate matter) from diesel-fueled engines poses a chronic health risk with chronic (long-term) inhalation exposure. A variety of state and national programs protect workers from safety hazards, including high air pollutant concentrations (California OSHA and CDC 2012). On-site workers are not required to be addressed through this health risk assessment process. A document published by the California Air Pollution Control Officers Association (CAPCOA 2009), Health Risk Assessments for Proposed Land Use Projects, indicates that on-site receptors are included in risk assessments if they are persons not employed by the project. Persons not employed by the project would not remain on-site for any significant period. Therefore, a health risk assessment for on-site workers is not required or recommended.

TACs – Construction

DPM has been identified by the ARB as a carcinogenic substance. Major sources of DPM include off road construction equipment and heavy-duty delivery truck activities. A health risk assessment (HRA) was prepared to determine if construction of the project would result in an exceedance of the applicable health risk thresholds. The methodology and results of the HRA are summarized below. For purposes of this analysis, DPM is represented as exhaust emissions of PM10.

TACs – Operations

The project would not have on-site TAC emission sources during operation. As shown in Table 5-E, the proposed project would be expected to result in an average of approximately 2,232 new daily weekday trips. The proposed commercial development project would primarily generate passenger vehicle trips for employees and customers traveling to and from the project site. Because nearly all passenger vehicles are gasoline-combusted, the project would not generate significant amount of DPM emissions during operation. Therefore, the project would not result in significant health impacts to nearby sensitive receptors during operation.

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Table 5-E: Trip Generation Rates

Land Use	Daily Trip Generation Rate (trips/unit/day) Weekday
LA Fitness	1,277
Internal Capture	*-64*
Subtotal	**1,213**
Commercial Building	1,196
Internal Capture	*-64*
Pass-By	*-113*
Subtotal	**1,019**
Total	**2,232**
Notes: Source: LLG 2018	

Cancer Health Risk Assessment for Construction

Cancer risks during construction were estimated for the duration of construction from January 2019 to January 2020 using the construction DPM (represented as PM10 exhaust emissions). The results of the HRA prepared for project construction, for cancer risk and long-term chronic cancer risk, are summarized below. Air dispersion modeling was utilized to assess the project's potential health risks using the current version of AERMOD (version 9.6.1) air dispersion model, which is the air dispersion model accepted by the EPA and the SCAQMD for preparing HRAs. Exhaust emissions of DPM were estimated using CalEEMod. Table 5-F summarizes the emission rates of PM10 during unmitigated construction and PM10 with Tier IV Interim mitigated construction.

Table 5-F: Project DPM Construction Emissions – Unmitigated and Tier IV Interim Mitigation

Year	On-site DPM (grams/m^2/sec)	Off-site DPM (grams/sec)
Annual Construction Emissions—Unmitigated		
2019	5.415E-07	3.429E-05
2020	2.232E-07	3.318E-07
Annual Construction Emissions—Tier IV Interim Mitigation		
2019	7.947E-08	3.429E-05
2020	1.069E-08	3.318E-07
Source: CalEEMod Output and Construction HRA Calculations (see Appendix A and Appendix B).		

Table 5-G: Estimated Health Risks and Hazards – Unmitigated Project Construction

Source	Cancer Risk (risk per million)	Chronic Non-Cancer Hazard Index[1]
Risks and Hazards at the Maximum Impacted Sensitive Receptor: Infants[2]	18.9	0.026
Risks and Hazards at the Maximum Impacted Sensitive Receptor: Child[2]	2.5	0.026
Risks and Hazards at the Maximum Impacted Sensitive Receptor: Adult[2]	0.4	0.026
Significance Threshold	**10**	**1**
Exceeds Individual Source Threshold?	**Yes**	**No**

Notes:
[1] Chronic non-cancer hazard index was estimated by dividing the maximum annual DPM concentration (as PM_{10} exhaust) by the REL of 5 $\mu g/m^3$.
[2] The maximum impacted sensitive receptor for the infant, child, and adult scenarios is an existing single-family home located adjacent to the project site, off of Pleasant View Avenue.
Source: AERMOD and FCS 2018 (see Appendix B).

The sensitive receptor that has the highest cancer risks during the infant, child, and adult scenarios is an existing single-family home located adjacent to the project site, off of Pleasant View Avenue. As noted in Table 5-G, the project's construction DPM emissions would not exceed the non-cancer hazard index significance threshold; however, the project's construction DPM emissions would exceed the cancer risk significance threshold prior to the application of mitigation. Therefore, the project is required to implement Mitigation Measure #1. Table 5-H, below, summarizes the health and hazard impacts at the maximum impacted sensitive receptor from construction of the project after the implementation of Mitigation Measure #1, which would require the use of off-road construction equipment that meet emissions standards for Tier IV Interim engines.

Table 5-H: Estimated Health Risks and Hazards – Mitigated Project Construction

Source	Cancer Risk (risk per million)	Chronic Non-Cancer Hazard Index[1]
Risks and Hazards at the Maximum Impacted Sensitive Receptor: Infants[2]	2.3	0.004
Risks and Hazards at the Maximum Impacted Sensitive Receptor: Child[2]	0.4	0.004
Risks and Hazards at the Maximum Impacted Sensitive Receptor: Adult[2]	0.1	0.004
Significance Threshold	**10**	**1**
Exceeds Individual Source Threshold?	**No**	**No**

Notes:
[1] Chronic non-cancer hazard index was estimated by dividing the maximum annual DPM concentration (as PM_{10} exhaust) by the REL of 5 $\mu g/m^3$.
[2] The maximum impacted sensitive receptor for the infant, child, and adult scenarios is an existing single-family home located adjacent to the project site, off of Pleasant View Avenue.
Source: AERMOD and FCS 2018 (see Appendix B).

As noted in Table 5-H, construction of the project would not exceed the cancer risk and non-cancer hazard inde 1119
significance thresholds with mitigation. Therefore, the project would not result in a significant impact on nearby sensitive receptors from toxic air contaminants during construction after the implementation of **mitigation measure 1**. **(MM 1)**

Mitigation Measures:

1. **During construction activities, all off-road equipment with engines greater than 50 horsepower shall meet either EPA or ARB Tier IV Interim off-road emission standards. The construction contractor shall maintain records concerning its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information may include but are not limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. If engines that comply with Tier IV Interim off-road emission standards are not commercially available, then the construction contractor shall use the next cleanest piece of off-road equipment (e.g., Tier III) available. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier IV Interim engines taking into consideration factors such as critical-path timing of construction; and geographic proximity to the project site of equipment. The contractor can maintain records for equipment that is not commercially available by providing letters from at least two rental companies for each piece of off-road equipment where the Tier IV Interim engine is not available.**

Carbon Monoxide Hotspot Analysis

Project trips would contribute to vehicle volumes at existing and future local intersections. Local mobile-source CO emissions and concentrations near roadway intersections are a direct function of traffic volume, speed, and delay. Transport of CO is extremely limited because it disperses rapidly with distance from the source under normal meteorological conditions. However, under specific meteorological conditions, CO concentrations near roadways and/or intersections may reach unhealthy levels with respect to local sensitive land uses, such as residential units, hospitals, schools, and childcare facilities. According to the project traffic study, the maximum peak PM volume at the busiest intersection of the project is 4,416 vehicles at Lincoln Avenue and Sixth Street Assuming that the proposed project would generate the maximum traffic volumes for 20 hours, the total traffic volume at the project' busiest intersection would still be below the 100,000 vehicles per day from the CO hotspot study. Since the maximum traffic volumes generated at the nearby intersections are fewer than what was analyzed by the SCAQMD, no local CO Hotspot are anticipated to be created from the proposed project and no CO Hotspot modeling was performed. Therefore, the operational CO impact would be less than significant, and mitigation is not required.

6. TRANSPORTATION/TRAFFIC:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system	☐	☐	☒	☐
b. Conflict or be consistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☒	☐
c. Increase the total daily vehicle miles traveled per service population (population plus employment) (VMT/SP) above the baseline level for the jurisdiction	☐	☐	☒	☐
d. Cause total daily VMT within the study area to be higher than the *No Project* alternative under cumulative conditions	☐	☐	☒	☐
e. Change in air traffic patterns	☐	☐	☐	☒
f. Traffic hazards from design features	☐	☐	☐	☒
g. Emergency access	☐	☐	☐	☒
h. Conflict with alternative transportation policies	☐	☐	☐	☒

Discussion:

Site Access and Internal Circulation

As shown on the project's site plan, project access will be obtained via two (2) full access driveways on Sixth Street. The on-site circulation was evaluated in terms of vehicle-pedestrian conflicts. Based on the city's Traffic Engineer's review of the preliminary site plan, the overall layout does not create any unsafe vehicle-pedestrian conflict points and the driveway throating is sufficient such that access to parking spaces is not impacted by internal vehicle queuing/stacking. Curb return radii have been confirmed and are adequate for service/delivery trucks and trash trucks. The on-site circulation is very go based on the Traffic Engineer's review of the proposed site plan, whereas the alignment, spacing, and throating of the Project driveways is adequate. The circulation around the buildings is adequate with sufficient sight distance along the drive aisles.

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State Bill (SB) 743 Compliance Vehicle Miles Traveled (VMT)
On September 27, 2013, Governor Brown signed Senate Bill (SB) 743. Under SB 743, the focus of transportation analysis pursuant to CEQA will shift from driver delay, or level of service (LOS), to reduction of vehicle miles traveled (VMT), reduction in greenhouse gas emissions, and creation of multimodal networks and promotion of mixed-use developments. In December 2018, the California Natural Resources Agency certified and adopted amendments to the CEQA Guidelines implementing SB743 with a target implementation date of July 1, 2020.

The City of Corona recently adopted thresholds of significance for determining significant transportation impacts consistent with the requirements of SB 743. A significant impact would occur if either of the listed conditions below is met:

- Project Level Impact: The total daily VMT per service population (VMT/SP) of the project is higher than the existing VMT/SP for the City (30.0 VMT per SP).
- Cumulative Effect on VMT: The buildout of the project causes total daily VMT/SP within the City to be higher than the No Project alternative under cumulative conditions (year 2040).

In addition, projects can be screened from doing a VMT analysis if the project is located within a Transportation Priority Area (TPA) or a low VMT-generating traffic analysis zone (TAZ). The following summarizes the project screening developed for WRCOG's SB 743 Implementation Study, and is consistent with Table 1 (VMT Impact Thresholds) and Section 2.1.1 (Project Screening) of the City's VMT Analysis Guidelines.

- Projects which serve the local community and have the potential to reduce VMT, such as K- 12 schools and local-serving retail less than 50,000 sq. ft.
- Projects located within Transit Priority Areas (TPAs) or High Quality Transit Areas (HQTAs) as determined by the most recent Southern California Association of Governments (SCAG) RTP/SCS should also be exempt from VMT analysis. TPAs are defined in the technical advisor as a ½ mile radius around an existing or planned major transit stop or an existing stop along a high-quality transit corridor. HQTAs are defined in the technical advisory as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

Given that the proposed Project consists of 46,300 SF of local-serving retail (37,000 SF Fitness/Health Club and a 9,300 SF retail/food use building), which is less than the 50,000 SF retail threshold for project screening, the proposed Project will result in a less-than-significant transportation impact based on the City of Corona VMT Analysis Guidelines. Furthermore, the proposed land use is consistent with the existing land use in the surrounding area, which satisfies the secondary screening steps. In addition, this project is located in the City's transit priority area. As a result, the proposed Project will result in a less-than-significant transportation impact based on the City of Corona VMT Analysis Guidelines.

The nearest airport to the project site is the Corona Municipal Airport, located approximately 1.19 miles northwest of the project site. Based on the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not within any identified safety or compatibility zone and therefore, does not conflict with the ALUCP and no mitigation is warranted.

Traffic Impact Analysis
A traffic Impact analysis was prepared for the project by Linscott Law & Greenspan, dated June 6, 2019, to analyze existing traffic conditions, future traffic conditions and future traffic conditions with the proposed project. The project is anticipated to be completed by the year 2020 and is estimated to generate a total of 2,232 average daily trips on a typical weekday with approximately 185 AM peak hour trips, and 180 PM peak hours trips.

Although the city's CEQA checklist no longer considers level of service or LOS as a means of determining a significant effect on the environment, the city still uses LOS to determine if an applicant's project needs to construct certain circulation improvements or participate in the fair share cost toward the construction of future circulation improvements. Circulation improvements, if required, would be added as a condition of approval for the project.

Twelve key study intersections located in proximity to the project site were analyzed. The key study intersections are the following:

1. Maple Street at SR-91 Ramps/Sixth Street
2. SR-91 EB On-Ramp/Paseo Grande at Sixth Street
3. Paseo Grande at Frontage Road
4. Avenida Del Vista at Sixth Street
5. Smith Avenue at Pomona Road
6. Smith Avenue at Sixth Street
7. Sherman Avenue at Pomona Road
8. Sherman Avenue/Border Avenue at Smith Avenue/Tenth Street
9. Lincoln Avenue at SR-91 WB Ramps
10. Lincoln Avenue at D Street/Second Street
11. Lincoln Avenue at Sixth Street
12. SR-91 EB Ramps at Second Street.

Seven existing roadway segments located nearby the project site were analyzed. The study roadway segments are the following:

1. Smith Avenue, between Pomona Road and Sixth Street
2. Lincoln Avenue, between Second Street and Sixth Street
3. Sixth Street, between Paseo Grande and Avenida Del Vista
4. Sixth Street, between Avenida Del Vista and Smith Avenue
5. Sixth Street, between Smith Avenue and Sherman Avenue
6. Sixth Street, between Sherman Avenue and Lincoln Avenue
7. Smith Avenue, between Sixth Street and Sherman Avenue/Border Avenue

Existing with Project Traffic:
The City of Corona considers a level of service (LOS) D or above to be an acceptable level of service for all intersections that consist of collector and arterial roadways. As shown in Table 6-A, all twelve key study intersections currently operate at acceptable LOS C or above during the AM and PM peak hours in existing traffic conditions and in existing conditions with project traffic.

Table 6-A

EXISTING CONDITIONS PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY[19]

Key Intersection	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions		(2) Existing With Project Traffic Conditions		(3) Significant Impact	(4) Existing With Project With Mitigation	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Yes/No	Delay (s/v)	LOS
1. Maple Street at	D	AM	22.3	C	22.2	C	No	--	--
SR-91 Ramps/6th Street		PM	20.2	C	20.2	C	No	--	--
2. SR-91 EB On-Ramp/Paseo Grande at	D	AM	23.0	C	22.9	C	No	--	--
6th Street		PM	18.6	B	19.1	B	No	--	--
3. Paseo Grande at	D	AM	10.2	B	10.3	B	No	--	--
Frontage Road		PM	11.1	B	11.4	B	No	--	--
4. Avenida Del Vista at	D	AM	13.9	B	13.7	B	No	--	--
6th Street		PM	14.2	B	14.3	B	No	--	--
5. Smith Avenue at	D	AM	25.1	C	25.0	C	No	--	--
Pomona Road		PM	20.3	C	20.2	C	No	--	--
6. Smith Avenue at	D	AM	28.8	C	29.1	C	No	--	--
6th Street		PM	30.4	C	31.0	C	No	--	--

EXISTING CONDITIONS PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY[20]

Key Intersection	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions		(2) Existing With Project Traffic Conditions		(3) Significant Impact	(4) Existing With Project With Mitigation	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Yes/No	Delay (s/v)	LOS
7. Sherman Avenue at	D	AM	19.8	B	19.6	B	No	--	--
6th Street		PM	23.3	C	23.3	C	No	--	--
8. Sherman Avenue/Border Avenue at	D	AM	28.0	C	28.0	C	No	--	--
Smith Avenue/10th Street		PM	28.2	C	28.4	C	No	--	--
9. Lincoln Avenue at	D	AM	22.9	C	22.9	C	No	--	--
SR-91 WB Ramps		PM	21.3	C	21.4	C	No	--	--
10. Lincoln Avenue at	D	AM	23.9	C	23.8	C	No	--	--
D Street/2nd Street		PM	29.2	C	29.2	C	No	--	--
11. Lincoln Avenue at	D	AM	25.2	C	25.5	C	No	--	--
6th Street		PM	31.4	C	31.6	C	No	--	--
12. SR-91 EB Ramps at	D	AM	30.1	C	30.1	C	No	--	--
2nd Street		PM	31.5	C	31.5	C	No	--	--

Notes:
- s/v = seconds per vehicle (delay)
- LOS = Level of Service, please refer to *Tables 3-1* and *3-2* for the LOS definitions
- **Bold Delay/LOS values** indicate adverse service levels based on the LOS standards mentioned in this report

A roadway segment analysis provides guidance as to when a roadway may require capacity imprpovements for traffic impacts. Roadway capacity based on roadway classification provides a theoretical limit to the amount of vehicles that can conceivable travel on a roadway segment each day. As shown in Table 6-B, six of the roadway segments studied have acceptable levels of service in existing conditions. However, the roadway segment on Lincoln Avenue, between 2nd and 6th streets currently operates at an unacceptable Level of Service F. The roadway segment analysis in Table 6-B was done using average daily trips and not peak hour trips. With the project the roadway segment will continue to operate at LOS F. Therefore, the existing LOS F is cummulative in nature and not a project specific impact.

Table 6-B
EXISTING CONDITIONS DAILY ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	(1) LOS E Capacity[21] (VPD)	(2) Lanes	(3) Existing Traffic Conditions			(4) Existing With Project Traffic Conditions			(5) Adverse Condition	
				Daily Volume	V/C Ratio	LOS	Daily Volume	V/C Ratio	LOS	V/C Inc.	Yes/ No
A. Smith Avenue, between Pomona Road and 6th Street	Secondary Arterial	25,900	4D	13,397	0.517	A	13,620	0.526	A	0.009	No
B. Lincoln Avenue, between 2nd Street and 6th Street	Secondary Arterial	25,900	4D	**29,682**	**1.146**	**F**	**30,017**	**1.159**	**F**	**0.013**	**Yes**
C. 6th Street, between Paseo Grande and Avenida Del Vista	Major Arterial	34,100	4D	23,782	0.697	B	24,340	0.714	C	0.017	No
D. 6th Street, between Avenida Del Vista and Smith Avenue	Major Arterial	34,100	4D	28,068	0.823	D	28,693	0.841	D	0.018	No

Table 6-B (Continued)
EXISTING CONDITIONS DAILY ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	(1) LOS E Capacity[22] (VPD)	(2) Lanes	(3) Existing Traffic Conditions			(4) Existing With Project Traffic Conditions			(5) Adverse Condition	
				Daily Volume	V/C Ratio	LOS	Daily Volume	V/C Ratio	LOS	V/C Inc.	Yes/ No
E. 6th Street, between Smith Avenue and Sherman Avenue	Mixed Use Boulevard	34,100	4D	21,258	0.623	B	23,490	0.689	B	0.066	No
F. 6th Street, between Sherman Avenue and Lincoln Avenue	Mixed Use Boulevard	34,100	4D	28,607	0.839	D	29,388	0.862	D	0.023	No
G. Smith Avenue, between 6th Street and Sherman Ave/Border Ave	Secondary Arterial	25,900	4D	13,020	0.503	A	13,466	0.520	A	0.017	No

Notes:

- VPD = Vehicles Per Day
- D = Divided; U = Undivided
- V/C = Volume to Capacity Ratio
- LOS = Level of Service, please refer to *Table 3-3* for the LOS definitions
- **Bold "V/C"/LOS values** indicate adverse service levels based on the LOS standards mentioned in this report

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Year 2020 with Project Traffic

As shown in Table 6-C, in the year 2020 all twelve key study intersections are anticipated to operate at an acceptable LOS C or above during the AM and PM peak hours for all scenarios. The results of the roadway segment analyses for Year 2020 With Project traffic conditions indicate that the proposed Project is not forecast to have a significant impact at any of the twelve key study intersections. As there are no significant impacts, no traffic mitigation measures are required under this traffic scenario.

Table 6-C

YEAR 2020 CONDITIONS PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY[23]

Key Intersection	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions		(2) Year 2020 Without Project Traffic Conditions		(3) Year 2020 With Project Traffic Conditions		(4) Significant Impact	(5) Year 2020 With Project With Mitigation	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Yes/No	Delay (s/v)	LOS
1. Maple Street at SR-91 Ramps/6th Street	D	AM	22.3	C	23.4	C	23.3	C	No	--	--
		PM	20.2	C	21.1	C	21.0	C	No	--	--
2. SR-91 EB On-Ramp/Paseo Grande at 6th Street	D	AM	23.0	C	23.4	C	23.3	C	No	--	--
		PM	18.6	B	21.1	C	21.7	C	No	--	--
3. Paseo Grande at Frontage Road	D	AM	10.2	B	11.1	B	11.3	B	No	--	--
		PM	11.1	B	13.9	B	14.3	B	No	--	--
4. Avenida Del Vista at 6th Street	D	AM	13.9	B	13.9	B	13.8	B	No	--	--
		PM	14.2	B	15.0	B	15.1	B	No	--	--
5. Smith Avenue at Pomona Road	D	AM	25.1	C	25.5	C	25.5	C	No	--	--
		PM	20.3	C	20.7	C	20.6	C	No	--	--
6. Smith Avenue at 6th Street	D	AM	28.8	C	29.0	C	29.4	C	No	--	--
		PM	30.4	C	31.7	C	32.5	C	No	--	--

YEAR 2020 CONDITIONS PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY[24]

Key Intersection	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions		(2) Year 2020 Without Project Traffic Conditions		(3) Year 2020 With Project Traffic Conditions		(4) Significant Impact	(5) Year 2020 With Project With Mitigation	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Yes/No	Delay (s/v)	LOS
7. Sherman Avenue at 6th Street	D	AM	19.8	B	20.1	C	20.0	B	No	--	--
		PM	23.3	C	24.5	C	24.6	C	No	--	--
8. Sherman Avenue/Border Avenue at Smith Avenue/10th Street	D	AM	28.0	C	28.2	C	31.2	C	No	--	--
		PM	28.2	C	29.2	C	29.4	C	No	--	--
9. Lincoln Avenue at SR-91 WB Ramps	D	AM	22.9	C	28.8	C	28.8	C	No	--	--
		PM	21.3	C	22.8	C	22.9	C	No	--	--
10. Lincoln Avenue at D Street/2nd Street	D	AM	23.9	C	27.0	C	27.0	C	No	--	--
		PM	29.2	C	34.0	C	34.0	C	No	--	--
11. Lincoln Avenue at 6th Street	D	AM	25.2	C	26.0	C	26.3	C	No	--	--
		PM	31.4	C	32.8	C	34.0	C	No	--	--
12. SR-91 EB Ramps at 2nd Street	D	AM	30.1	C	29.9	C	29.8	C	No	--	--
		PM	31.5	C	30.8	C	30.8	C	No	--	--

Notes:

- s/v = seconds per vehicle (delay)
- LOS = Level of Service, please refer to *Tables 3-1* and *3-2* for the LOS definitions
- **Bold Delay/LOS values** indicate adverse service levels based on the LOS standards mentioned in this report

Table 6-D shows the level of service for the studied roadway segments in year 2020 using average daily trips. The roadway segments except for the segment on Lincoln Avenue between 2nd and 6th streets and 6th street between Sherman Avenue and Lincoln Avenue will operate at LOS F and LOS E respectively in year 2020 without the project. The roadway segments will continue to exceed the city's acceptable level of service thresholds at LOS F and LOS E in year 2020 with the project. Therefore, the level of service on these two roadway segments are cumulative in nature and not a project specific impact.

The roadway segment on 6th street between Avenida Del Vista and Smith Avenue will operate at LOS D in year 2020 without the project but will operate at LOS E in year 2020 with the project. In order to determine the true deficiency of this roadway segment in year 2020 an analysis was also done using peak hours in lieu of average daily trips. Table 6-H shows the pe hour trips on this roadway segment operating at LOS A. Therefore, the project is not considered to have an impact on the roadway segment on 6th street between Avenida Del Vista and Smith Avenue.

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Table 6-D

YEAR 2020 CONDITIONS DAILY ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	(1) LOS E Capacity[25] (VPD)	(2) Lanes	(3) Existing Traffic Conditions Daily Volume	(3) V/C Ratio	(3) LOS	(4) Year 2020 Without Project Traffic Conditions Daily Volume	(4) V/C Ratio	(4) LOS	(5) Year 2020 With Project Traffic Conditions Daily Volume	(5) V/C Ratio	(5) LOS	(6) Adverse Condition V/C Inc.	(6) Yes/ No
A. Smith Avenue, between Pomona Road and 6th Street	Secondary Arterial	25,900	4D	13,397	0.517	A	13,991	0.540	A	14,214	0.549	A	0.009	No
B. Lincoln Avenue, between 2nd Street and 6th Street	Secondary Arterial	25,900	4D	**29,682**	**1.146**	**F**	**31,104**	**1.201**	**F**	**31,439**	**1.214**	**F**	**0.013**	Yes
C. 6th Street, between Paseo Grande and Avenida Del Vista	Major Arterial	34,100	4D	23,782	0.697	B	25,472	0.747	C	26,030	0.763	C	0.016	No
D. 6th Street, between Avenida Del Vista and Smith Avenue	Major Arterial	34,100	4D	28,068	0.823	D	30,172	0.885	D	**30,797**	**0.903**	**E**	**0.018**	Yes

YEAR 2020 CONDITIONS DAILY ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	(1) LOS E Capacity[26] (VPD)	(2) Lanes	(3) Existing Traffic Conditions Daily Volume	(3) V/C Ratio	(3) LOS	(4) Year 2020 Without Project Traffic Conditions Daily Volume	(4) V/C Ratio	(4) LOS	(5) Year 2020 With Project Traffic Conditions Daily Volume	(5) V/C Ratio	(5) LOS	(6) Adverse Condition V/C Inc.	(6) Yes/ No
E. 6th Street, between Smith Avenue and Sherman Avenue	Mixed Use Boulevard	34,100	4D	21,258	0.623	B	22,916	0.672	B	25,148	0.737	C	0.065	No
F. 6th Street, between Sherman Avenue and Lincoln Avenue	Mixed Use Boulevard	34,100	4D	28,607	0.839	D	**30,801**	**0.903**	**E**	**31,582**	**0.926**	**E**	**0.023**	Yes
G. Smith Avenue, between 6th Street and Sherman Ave/Border Ave	Secondary Arterial	25,900	4D	13,020	0.503	A	13,656	0.527	A	14,102	0.544	A	0.017	No

Notes:

- VPD = Vehicles Per Day
- D = Divided; U = Undivided
- V/C = Volume to Capacity Ratio
- LOS = Level of Service, please refer to *Table 3-3* for the LOS definitions
- **Bold "V/C"/LOS values** indicate adverse service levels based on the LOS standards mentioned in this report

Year 2040 with Project Traffic

Table 6-F shows in year 2040 all twelve key study intersections are anticipated to operate at an acceptable LOS D or above during the AM and PM peak hours for all scenarios. As there are no significant impacts, no traffic mitigation measures are required under this traffic scenario.

Table 6-F

YEAR 2040 CONDITIONS PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY[27]

Key Intersection	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions		(2) Year 2040 Without Project Traffic Conditions		(3) Year 2040 With Project Traffic Conditions		(4) Significant Impact	(5) Year 2040 With Project With Mitigation	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Yes/No	Delay (s/v)	LOS
1. Maple Street at SR-91 Ramps/6th Street	D	AM	22.3	C	26.6	C	26.6	C	No	--	--
		PM	20.2	C	23.5	C	23.5	C	No	--	--
2. SR-91 EB On-Ramp/Paseo Grande at 6th Street	D	AM	23.0	C	20.8	C	20.9	C	No	--	--
		PM	18.6	B	24.9	C	26.9	C	No	--	--
3. Paseo Grande at Frontage Road	D	AM	10.2	B	11.3	B	11.5	B	No	--	--
		PM	11.1	B	20.0	C	21.2	C	No	--	--
4. Avenida Del Vista at 6th Street	D	AM	13.9	B	14.6	B	14.6	B	No	--	--
		PM	14.2	B	25.8	C	25.8	C	No	--	--
5. Smith Avenue at Pomona Road	D	AM	25.1	C	26.2	C	26.1	C	No	--	--
		PM	20.3	C	28.5	C	28.5	C	No	--	--
6. Smith Avenue at 6th Street	D	AM	28.8	C	37.2	D	37.7	D	No	--	--
		PM	30.4	C	46.0	D	49.2	D	No	--	--

YEAR 2040 CONDITIONS PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY[28]

Key Intersection	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions		(2) Year 2040 Without Project Traffic Conditions		(3) Year 2040 With Project Traffic Conditions		(4) Significant Impact	(5) Year 2040 With Project With Mitigation	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Yes/No	Delay (s/v)	LOS
7. Sherman Avenue at 6th Street	D	AM	19.8	B	20.8	C	20.8	C	No	--	--
		PM	23.3	C	27.4	C	27.8	C	No	--	--
8. Sherman Avenue/Border Avenue at Smith Avenue/10th Street	D	AM	28.0	C	30.6	C	30.7	C	No	--	--
		PM	28.2	C	40.6	D	41.5	D	No	--	--
9. Lincoln Avenue at SR-91 WB Ramps	D	AM	22.9	C	40.0	D	40.1	D	No	--	--
		PM	21.3	C	28.5	C	27.8	C	No	--	--
10. Lincoln Avenue at D Street/2nd Street	D	AM	23.9	C	27.7	C	27.7	C	No	--	--
		PM	29.2	C	45.4	D	44.3	D	No	--	--
11. Lincoln Avenue at 6th Street	D	AM	25.2	C	28.3	C	28.5	C	No	--	--
		PM	31.4	C	49.2	D	50.0	D	No	--	--
12. SR-91 EB Ramps at 2nd Street	D	AM	30.1	C	30.6	C	30.6	C	No	--	--
		PM	31.5	C	31.7	C	33.4	C	No	--	--

Notes:

- s/v = seconds per vehicle (delay)
- LOS = Level of Service, please refer to *Tables 3-1* and *3-2* for the LOS definitions
- **Bold Delay/LOS values** indicate adverse service levels based on the LOS standards mentioned in this report

Table 6-G shows the level of service of the studied roadway segments in year 2040 using average daily trip. Four of the roadway segments in year 2040 without the project will exceed the city's acceptable level of service threshold. The impacted roadway segments are: 1) Lincoln Avenue between 2nd and 6th streets at LOS F, 2) 6th street between Paseo Grande and Avenida Del Vista at LOS E, 3) 6th street between Avenida Del Vista and Smith street at LOS F and 4) 6th street between Sherman Avenue and Lincoln Avenue at LOS E. In year 2040 with the project the impacted roadway segments continue to operate at the same level of service except for the segment on 6th street between Sherman Avenue and Lincoln Avenue which increases to LOS F. Therefore, to determine the true deficiency of this roadway segment with the project an analysis was done using peak hours. Table 6-I shows the peak hour roadway segment capacity for the impacted segments in year 2040 with the project. The roadway segment on 6th street between Sherman Avenue and Lincoln Avenue will operate at LOS A in the peak hours. Therefore, the project is not considered to have an impact on this roadway segment.

Table 6-G
YEAR 2040 CONDITIONS DAILY ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	(1) LOS E Capacity[29] (VPD)	(2) Lanes	(3) Existing Traffic Conditions			(4) Year 2040 Without Project Traffic Conditions			(5) Year 2040 With Project Traffic Conditions			(6) Adverse Condition	
				Daily Volume	V/C Ratio	LOS	Daily Volume	V/C Ratio	LOS	Daily Volume	V/C Ratio	LOS	V/C Inc.	Yes/ No
A. Smith Avenue, between Pomona Road and 6th Street	Secondary Arterial	25,900	4D	13,397	0.517	A	15,524	0.599	A	15,747	0.608	B	0.009	No
B. Lincoln Avenue, between 2nd Street and 6th Street	Secondary Arterial	25,900	4D	**29,682**	**1.146**	**F**	**32,796**	**1.266**	**F**	**33,131**	**1.279**	**F**	**0.013**	Yes
C. 6th Street, between Paseo Grande and Avenida Del Vista	Major Arterial	34,100	4D	23,782	0.697	B	**30,978**	**0.908**	**E**	**31,536**	**0.925**	**E**	**0.017**	Yes
D. 6th Street, between Avenida Del Vista and Smith Avenue	Major Arterial	34,100	4D	28,068	0.823	D	**38,410**	**1.126**	**F**	**39,035**	**1.145**	**F**	**0.019**	Yes

YEAR 2040 CONDITIONS DAILY ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	(1) LOS E Capacity[30] (VPD)	(2) Lanes	(3) Existing Traffic Conditions			(4) Year 2040 Without Project Traffic Conditions			(5) Year 2040 With Project Traffic Conditions			(6) Adverse Condition	
				Daily Volume	V/C Ratio	LOS	Daily Volume	V/C Ratio	LOS	Daily Volume	V/C Ratio	LOS	V/C Inc.	Yes/ No
E. 6th Street, between Smith Avenue and Sherman Avenue	Mixed Use Boulevard	34,100	4D	21,258	0.623	B	25,320	0.743	C	27,552	0.808	D	0.065	No
F. 6th Street, between Sherman Avenue and Lincoln Avenue	Mixed Use Boulevard	34,100	4D	28,607	0.839	D	**33,618**	**0.986**	**E**	**34,399**	**1.009**	**F**	**0.023**	Yes
G. Smith Avenue, between 6th Street and Sherman Ave/Border Ave	Secondary Arterial	25,900	4D	13,020	0.503	A	18,459	0.713	C	18,905	0.730	C	0.017	No

Notes:

- VPD = Vehicles Per Day
- D = Divided; U = Undivided
- V/C = Volume to Capacity Ratio
- LOS = Level of Service, please refer to *Table 3-3* for the LOS definitions
- **Bold "V/C"/LOS values** indicate adverse service levels based on the LOS standards mentioned in this report

Table 6-H
YEAR 2020 CONDITIONS PEAK HOUR ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	Approach	Time Period	(1) Link Capacity (VPHPL)	(2) Lanes	(3) Total Link Capacity (VPH)	(4) Year 2020 With Project Traffic Conditions		
							Peak Hour Volume	V/C Ratio	LOS
B. Lincoln Avenue, between 2nd Street and 6th Street	Major Arterial	Northbound	AM	1,600	2	3,200	1,225	0.383	A
			PM	1,600	2	3,200	501	0.157	A
		Southbound	AM	1,600	2	3,200	900	0.281	A
			PM	1,600	2	3,200	1,234	0.386	A
D. 6th Street, between Avenida Del Vista and Smith Avenue	Major Arterial	Eastbound	AM	1,600	2	3,200	666	0.208	A
			PM	1,600	2	3,200	779	0.243	A
		Westbound	AM	1,600	2	3,200	1,177	0.368	A
			PM	1,600	2	3,200	780	0.244	A
F. 6th Street, between Sherman Avenue and Lincoln Avenue	Mixed Use Boulevard	Eastbound	AM	1,600	2	3,200	589	0.184	A
			PM	1,600	2	3,200	795	0.248	A
		Westbound	AM	1,600	2	3,200	1,151	0.360	A
			PM	1,600	2	3,200	882	0.276	A

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Table 6-I
YEAR 2040 CONDITIONS PEAK HOUR ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	Approach	Time Period	(1) Link Capacity (VPHPL)	(2) Lanes	(3) Total Link Capacity (VPH)	(4) Year 2040 With Project Traffic Conditions		
							Peak Hour Volume	V/C Ratio	LOS
B. Lincoln Avenue, between 2nd Street and 6th Street	Major Arterial	Northbound	AM	1,600	2	3,200	1,268	0.396	A
			PM	1,600	2	3,200	588	0.184	A
		Southbound	AM	1,600	2	3,200	1,273	0.398	A
			PM	1,600	2	3,200	1,557	0.487	A
C. 6th Street, between Paseo Grande and Avenida Del Vista	Major Arterial	Eastbound	AM	1,600	2	3,200	875	0.273	A
			PM	1,600	2	3,200	617	0.193	A
		Westbound	AM	1,600	2	3,200	1,274	0.398	A
			PM	1,600	2	3,200	1,563	0.488	A
D. 6th Street, between Avenida Del Vista and Smith Avenue	Major Arterial	Eastbound	AM	1,600	2	3,200	1,074	0.336	A
			PM	1,600	2	3,200	1,000	0.313	A
		Westbound	AM	1,600	2	3,200	1,540	0.481	A
			PM	1,600	2	3,200	1,082	0.338	A

YEAR 2040 CONDITIONS PEAK HOUR ROADWAY SEGMENT CAPACITY ANALYSIS SUMMARY

Key Roadway Segment	Type of Arterial	Approach	Time Period	(1) Link Capacity (VPHPL)	(2) Lanes	(3) Total Link Capacity (VPH)	(4) Year 2040 With Project Traffic Conditions		
							Peak Hour Volume	V/C Ratio	LOS
F. 6th Street, between Sherman Avenue and Lincoln Avenue	Mixed Use Boulevard	Eastbound	AM	1,600	2	3,200	738	0.231	A
			PM	1,600	2	3,200	834	0.261	A
		Westbound	AM	1,600	2	3,200	1,461	0.457	A
			PM	1,600	2	3,200	1,015	0.317	A

7. BIOLOGICAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Endangered or threatened species/habitat	☐	☐	☐	☒
b. Riparian habitat or sensitive natural community	☐	☐	☐	☒
c. Wetland habitat	☐	☐	☐	☒
d. Wildlife corridors or migratory species	☐	☐	☐	☒
e. Conflicts with local biological resource policies/ordinances	☐	☐	☐	☒
f. Conflicts with any habitat conservation plan	☐	☐	☐	☒

Discussion:

The City of Corona participates in the Multiple Species Habitat Conservation Plan (MSHCP) which is a habitat conservation plan for Western Riverside County that identifies land to be preserved for habitat for threatened, endangered or key sensiti 1128 populations of plant and wildlife species. The site is located within the boundaries of the MSCHP; however, it is not located within a cell group or criteria cell of the MSCHP. It is also not located within an amphibian survey area, criteria area species survey area, mammal survey area, narrow endemic plants survey area, or a burrowing owl survey area.

A Phase I Environmental Site Assessment was prepared for the project by Salem Engineering Group, Inc., dated April 19, 2018, the assessment includes historical aerial photographs of the subject property and its vicinity dated 1931 through 2014. The historical aerial photographs and historical city directories indicate that the subject property was utilized for agricultural purposes as an orchard in at least 1931. By 1961, the subject property was occupied by several structures (possible motel buildings) located along the southern and southeastern portions. The eastern portion of the subject property appeared to have been occupied by a rural single-family residence and small orchard. By 1985, the subject property structures were demolished and the property has remained undeveloped since.

The project site does not contain jurisdictional drainage features, ponded areas, or riparian habitat subject to the regulatory authority of the California Department of Fish and Wildlife (CDFW), United States Army Corps of Engineers (USACE), and/or Regional Water Quality Control Board (RWQCB).

The applicant is required to pay applicable mitigation fees related to the MSHCP. This fee will be used to acquire and preserve vegetation communities and natural areas, which are known to support these sensitive species. Therefore, no further mitigation pertaining to biological resources is required.

8. MINERAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Loss of mineral resource or recovery site	☐	☐	☐	☒

Discussion:

Per Figure 4.5-7 of the General Plan Technical Background Report, the project site is not located in an oil, gas or mineral resource site. Therefore, mitigation is not required.

9. HAZARDS AND HAZARDOUS MATERIALS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Transport, use or disposal of hazardous materials	☐	☐	☐	☒
b. Risk of accidental release of hazardous materials	☐	☐	☐	☒
c. Hazardous materials/emissions within ¼ mile of existing or proposed school	☐	☐	☐	☒
d. Located on hazardous materials site	☐	☐	☐	☒
e. Conflict with Airport land use plan	☐	☐	☐	☒
f. Impair emergency response plans	☐	☐	☐	☒
g. Increase risk of wildland fires	☐	☐	☐	☒

Discussion:

A Phase I Environmental Site Assessment (ESA) was conducted for the project by Salem Engineering Group, Inc., dated April 19, 2018, to identify Recognized Environmental Conditions (RECs), including the storage and handling of hazardous substances and petroleum products on or in the vicinity of the subject property which have the potential to environmentally impact on-site soils, surface water and groundwater. The assessment included a site reconnaissance held on April 16, 2018. Based on the observed uses of the properties located immediately adjacent to the subject property, it is unlikely that significant quantities of hazardous materials are stored or handled at the adjacent properties with the exception of the automotive repair facility at 1443 West Sixth Street, located adjacent to the west of the subject property, which is registered as a large quantity generator of hazardous waste. However, no Notices of Violation (NOVs) regarding hazardous material storage and handling practices were identified in the Environmental Data Resources, Inc. (EDR) provided Radius Map Report for the automotive repair facility. Additionally, the automotive repair facility was not listed on any government databases as having had an unauthorized release of hazardous materials or petroleum products to the subsurface. Therefore, the automotive repair facility is deemed to have a low potential to environmentally impact the subject property and does not currently present any REC to the subject property.

Historic sources reviewed by Salem Engineering Group, Inc. included historical aerial photographs of the subject property

and its vicinity dated 1931 through 2014. The historical aerial photographs and historical city directories indicate that the subject property was utilized for agricultural purposes as an orchard in at least 1931. By 1961, the subject property was occupied by several structures (possible motel buildings) located along the southern and southeastern portions. The eastern portion of the subject property appeared to have been occupied by a rural single-family residence and small orchard. By 1985, the subject property structures were demolished and the property has remained undeveloped since.

The nearest school to the project site is Corona High School which is located approximately 0.50 miles southeast of the project site. Also located near the project site are Coronita Elementary School and Corona Norco Adult School which are less than one mile from the site. All three schools are separated from the site by various existing developments including commercial developments, residential neighborhoods and roadways. Development of the proposed project on the site would not include any activities that would result in hazardous emissions. It also does not include the handling of hazardous materials, substances, or waste in a manner that could result in toxic emissions. Therefore, this would be a non-issue and no mitigation would be required.

The project site is not located in proximity to the Cleveland National Forest nor is it considered an area that can be described as a wildland area. The project site is an infill site located within an urbanized area. Due to the urbanized nature of the surrounding area, the proposed development would not be considered at high risk for fire hazards. Furthermore, all development within the City of Corona is required to comply with all fire code requirements associated with adequate fire access, fire flows, and number of hydrants. Therefore, the project would have no impact and no mitigation is required.

The nearest airport to the project site is the Corona Municipal Airport, located approximately 1.19 miles northwest of the project site. Based on the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not within any identified safety or compatibility zone and therefore, does not conflict with the ALUCP and no mitigation is warranted.

10. NOISE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed noise level standards	☐	☐	☐	☒
b. Exposure to excessive noise levels/vibrations	☐	☐	☒	☐
c. Permanent increase in ambient noise levels	☐	☐	☒	☐
d. Temporary increase in ambient noise levels	☐	☐	☒	☐
e. Conflict with Airport Land Use Plan noise contours	☐	☐	☐	☒

Discussion:

Long-term Operational Noise

Long-term operational noise impacts will be minimal given that the proposed use is an indoor fitness facility. Additionally, a new six-foot high CMU block wall and trees will be installed along the north, east and west perimeters prior to the issuance of a Certificate of Occupancy. Also, there will be no loading activities behind the building adjacent to the residential properties to the north. At this time, the 9,300 square foot future pad does not have a potential user; however, noise impacts will be reduced as the building will be located on the southerly perimeter closer to Sixth Street.

Short-term Construction Noise

There may be short-term noise impacts in the immediate area during the construction phase of the project. This may temporarily affect the existing residential developments located to the north of the project site, but the impacts will be reduced to a level of less than significant by compliance with city regulations prohibiting construction noise between the hours of 8:00 p.m. to 7:00 a.m., Monday through Saturday and 6:00 p.m. to 10:00 a.m., Sundays and federal holidays. This will prevent nuisance noise impacts during sensitive time periods of early morning and nighttime.

Airport Land Use Plan Noise

Per the Riverside County Airport Land Use Compatibility Plan (ALUCP), the project site is not located in the vicinity of an airport; therefore, no impact associated within this issue would occur and mitigation is not required.

Mechanical Equipment

Mechanical equipment typically generates noise levels of approximately 50 to 60 dBA at a distance of 50 feet. HVAC equipment is expected to be mounted on the rooftop of the building at a minimum distance of approximately 100 feet away from the nearest residences to the north. Typical noise levels from HVAC equipment at 100 feet are approximately 54 dBA, which is below the city's 55 dBA daytime noise standard. HVAC noise levels at the nearest residences which is located approximately 98 feet from the building would be 43 dBA, which is below the city's 55 dBA daytime and 50 dBA nighttime noise standards. Therefore, the proposed project would result in a less than significant impact, as it pertains to mechanical noise and no mitigation would be required.

Parking Lot Noise

Parking lot activities like car door slamming, engine starting up, and car pass-bys are expected on the project site. The noise levels from these types of activities typically range from 60 to 63 dBA. Conversations in the parking lot typically range from 33 dBA at 50 feet for normal speech to 50 dBA at 50 feet for very loud speech. Parking lot noise on the project site would be consistent with the existing noise in the vicinity and would be partially masked by background noise from vehicular traffic in the area. Therefore, noise impacts from the project's parking lot would be less than significant and no mitigation would be required.

11. PUBLIC SERVICES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection	☐	☐	☐	☒
b. Police protection	☐	☐	☐	☒
c. Schools	☐	☐	☐	☒
d. Parks & recreation facilities	☐	☐	☐	☒
e. Other public facilities or services	☐	☐	☐	☒

Discussion:

The development of a retail center will potentially impact existing city services, such as streets, police and fire services, parks and library services. Therefore, in order to upgrade and finance existing and proposed public facilities, the developer is required to pay adopted development impact fees that are in effect at the time of issuance of building permits, and construction necessary facilities. This is enforced by city ordinance (CMC Chapter 16.23); therefore, no additional mitigation is warranted with respect to impacts on city and public services.

12. UTILITIES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Exceed wastewater treatment requirements	☐	☐	☒	☐
b. Involve construction/expansion of water or wastewater treatment facilities	☐	☐	☒	☐
c. Involve construction/expansion of storm drains	☐	☐	☒	☐
d. Sufficient water supplies	☐	☐	☒	☐
e. Adequate wastewater treatment capacity	☐	☐	☒	☐
f. Adequate landfill capacity	☐	☐	☒	☐
g. Comply with solid waste regulations	☐	☐	☐	☒

Discussion:

The installation of impermeable surfaces, such as buildings and pavement, generally increases the velocity and volume of surface runoff. As runoff flows over lawns, gardens, sidewalks, and streets, it carries off pollutants such as automobile oil

and antifreeze, pesticides, pet waste, and litter into the storm drain system. The storm drain system collects water from the streets and transports it directly or indirectly to local water supplies and nearby waterways where it is typically not filtered or treated. The project will be designed to include an infiltration system to capture additional runoff created by the proposed project. The project is required to adhere to storm drainage requirements found within the NPDES permit process as well as provisions required by the Public Works Department. Since the proposed project would be required to adhere to NPDES permit requirements and City of Corona storm water provisions, impacts associated with this issue are considered to be less than significant and no mitigation would be required.

Waste Management (WM) is contracted by the City of Corona as the sole hauler of solid waste and provider of recycling services. WM provides refuse collection to residential, commercial, and industrial customers. Based on the solid waste generation identified in Table 12-A, the proposed commercial project would generate approximately 0.03 tons/day of solid waste. Solid waste from the project would be transported to the El Sobrante landfill located at 10910 Dawson Canyon in Corona. The El Sobrante landfill accepts a maximum 16,054 tons of waste per day and has a remaining capacity of 145,530,000 tons and an estimated closure date of 2045 (https://www.calrecycle.ca.gov/).

TABLE 12-A
Project Solid Waste Projections

Proposed use	Square foot or dwelling unit	Solid Waste Generation Factor	Project Solid Waste Generated (tons/year)
Commercial	37,000 sf	0.0024 tons/sf/year[1]	88.8
		TOTAL (tons/year)	**88.8**
		TOTAL (tons/day)	**0.24**

[1] Source: Table 4.5-5 Generation of Solid Waste at General Plan buildout within the City, City of Corona General Plan Final Environmental Impact Report, March 2004

Development of the proposed project would not significantly impact current operation of or the expected lifetime of the El Sobrante Landfill because solid waste generated by the proposed project represents substantially less than one percent of the landfill's maximum allowable daily capacity. Additionally, solid waste service fees would be charged to individual property owners when services are initiated to offset operation costs associated with solid waste collection and disposal. Therefore, the project is anticipated to create a less than significant impact to landfill capacity and no mitigation would be required.

13. AESTHETICS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Scenic vista or highway	☐	☐	☐	☒
b. Degrade visual character of site & surroundings	☐	☐	☐	☒
c. Light or glare	☐	☐	☐	☒
d. Scenic resources (forest land, historic buildings within state scenic highway	☐	☐	☐	☒

Discussion:

Per Figure 4.4.2 of the City of Corona General Plan Technical Background Report, Sixth Street is not a scenic vista or highway. Development of the site will be subject to the development standards of the C-3 zone which permits commercial buildings up to a maximum height of 40 feet. The single-story LA Fitness building will have splitface CMU block walls with stucco and aluminum siding accent material on the exterior. The proposed materials and earth tone color pallet are compatible with the existing commercial developments located in the vicinity. The building overall is aesthetically pleasing and attractive and would not cause degradation to the area. Therefore, no mitigation with respect to the aesthetics of the development is required.

Development of the proposed use would necessitate the installation of outdoor lighting necessary for the maintenance of public safety and security. The City of Corona is nearing buildout and a significant amount of ambient light from urban us already exists. The project site is located in a developed area with existing ambient lighting, thus, implementation of the proposed project would not result in a significant change in the existing ambient lighting. As such, light or glare from the project is not expected to be an issue. Nevertheless, the project is required to comply with CMC 17.84.070 which requires

all areas of exterior lighting to be designed to direct light downward with minimal spillover onto adjacent sensitive land uses. Therefore, no mitigation is required.

The project site is not located immediately adjacent to any forest lands. There are no historic buildings located in the vicinity of the project site. No State-designated scenic highway is located within the vicinity of the project site. Therefore, the project would not impact scenic resources and no mitigation is required.

14. CULTURAL RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Historical resource	☐	☐	☒	☐
b. Archaeological resource	☐	☐	☒	☐
c. Paleontological resource or unique geologic feature	☐	☐	☒	☐
d. Disturb human remains	☐	☐	☒	☐

Discussion:

A Phase I Cultural Resources Assessment was prepared by First Carbon Solutions (November 5, 2018) to analyze any potential cultural resources on the project site. The records search conducted at the EIC (Eastern Information Center) included the project boundaries and a half-mile radius and indicated that a small portion of the project area was previously surveyed. Nothing was found during that survey. The remainder of the property had never undergone a cultural resources survey. An FCS archaeologist surveyed the entire property in October 26, 2018, and no historic or prehistoric resources were observed. The NAHC (Native American Heritage Commission) Sacred Lands File search was also negative. The results of the records search, NAHC Sacred Lands File search, and desktop research suggested that the possibility of cultural resources being present in undisturbed native sediments is highly unlikely. Because of the generally low sensitivity of the project area for cultural resources, archaeological monitoring is not recommended.

The project is subject to tribal consultation under AB 52. The Community Development Department initiated the process by notifying seven local Native American tribes of the proposed project through the city's Letter of Transmittal dated September 10, 2018. The department received a request dated September 20, 2018 from Ms. Ebru Ozdil, Cultural Analyst for the Pechanga Cultural Resources Temecula Band of Luiseno Mission Indians requesting consultation of the project. Staff reached out to Ms. Ozdil via email on September 25, 2018, followed by a second email on October 11, 2018, which included a copy of the proposed plans. A third email was sent on November 2, 2018 followed by a fourth email on November 8, 2018, which included the Phase I Cultural Resources Assessment for the proposed project and the city's standard mitigation measures for AB 52 projects. Staff followed up with a fifth email on April 25, 2019 and a sixth and final email on June 28, 2019, indicating that due to the lack of response from the Pechanga tribe the city would be closing consultation on the project. On July 1, 2019 staff received an email response from Molly Earp-Escobar, Cultural Planning Specialist with Pechanga Cultural Resources Department concluding consultation and requesting tribal monitoring during the grading phase of the development. Therefore, **mitigation measures 2-6** are necessary which would reduce any potential impacts to cultural resources to a less than significant level. **(MM 2-6)**

The department also received a request dated September 19, 2018 from Mr. Andrew Salas, Chairman for Gabrieleno Band of Mission Indians – Kizh Nation requesting consultation on the project. Staff reached out to Mr. Salas via email on September 20, 2019 with a list of dates for consultation. On September 21, 2018, staff received an email from Brandy Salas, Admin Specialist for Gabrieleno Band of Mission Indians, stating their next available consultation appointment was in November of 2018. On November 8, 2018 staff had a telephone consultation with Mr. Andrew Salas and Mr. Mathew Salas pursuant to AB 52 and the proposed project. Mr. Matthew Salas requested a copy of the Cultural Resource Assessment be emailed to him when it became available and concluded consultation. On February 12, 2019 staff emailed the Cultural Resource Assessment for the proposed project to Mr. Matthew Salas. Since no additional information was requested the city closed consultation at the end of February 2019.

Lastly, the department received a request dated October 17, 2018 from Mr. Joseph Ontiveros, Tribal Historic Preservation Officer for Soboba Band of Luiseno Indians requesting consultation. Staff reached out to Mr. Ontiveros via email on November 16, 2018 and included a copy of the plans and the Cultural Resource Assessment for the proposed project. Staff sent a follow-up email on February 2, 2019 and a third email on April 25, 2019. Over the course of approximately six months, staff made multiple attempts to confirm with Mr. Ontiveros via email if additional consultation would be necessary. Staff was not able to obtain a response from Mr. Ontiveros; therefore, staff chose to end consultation with Soboba on April 25, 2019 as staff believes that a good faith and reasonable effort was made by staff to consult on the project.

Mitigation Measures:

2. **Treatment and Disposition of Cultural Resources: In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:**

   a. **Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and**

3. **Treatment and Final Disposition*:* The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same:**

   a. **Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;**

   b. **A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;**

   c. **For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and.**

   d. **At the completion of grading, excavation and ground disturbing activities on the site a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.**

4. **Sacred Sites: All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.**

5. **Fossil Specimens: In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out:**

   a. **The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques.**

   b. **All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.**

6. **Discovery of Human Remains: In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to**

examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply, and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

15. AGRICULTURE RESOURCES:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Williamson Act contract	☐	☐	☐	☒
b. Conversion of farmland to nonagricultural use	☐	☐	☐	☒

Discussion:

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The purpose of the Act is to encourage property owners to continue to farm their land, and to prevent the premature conversion of farmland to urban uses. The project site is not located within a Williamson Act contract area. Therefore, no impact to Williamson Act lands will result from the proposed development and no mitigation is required.

The project site is not a designated farmland per the farmland maps compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP). For this reason, development of the project site would not result in the conversion of farmland to nonagricultural uses; therefore, there would be no impacts and no mitigation would be required.

16. GREENHOUSE GAS:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Generate greenhouse gases	☐	☐	☐	☒
b. Conflict with a plan, policy or regulation	☐	☐	☐	☒

Discussion:

Per the greenhouse gas analysis prepared by First Carbon Solutions (June 6, 2019) for the project, the annual greenhouse gas emissions associated with the operation of the project are estimated to be 394 MTCO2e during construction and 2,879 MTCO2e during operation. The SCAQMD recommends amortizing construction emissions over a period of 30 years to estimate the contribution of the construction emissions to operational emissions over the project's lifetime. Amortized over 30 years, the construction of the project will generate 13 MTCO2e on an annual basis and the operation of the project will generate 157 MTCO2e on an annual basis. The project will not exceed the SCAQMD's threshold significance of 3,000 MTCO2e for small land use projects. Therefore, the project would result in a less than significant impact and no mitigation is warranted.

The City of Corona adopted a Climate Action Plan (CAP) in 2012. The purpose of the CAP is to provide guidance on analyzing GHG emissions and determine significance during the CEQA review of proposed development projects within the City. To address the state's requirement to reduce GHG emissions, the City of Corona prepared its CAP with the goal of reducing GHG emissions within the City by 15% below "existing" 2008 levels or 25% below a "forecasted" 2020 BAU scenario by the year 2020. The City's target is consistent with the AB 32 target and ensures that Corona will be providing GHG reductions locally that will complement state efforts to reduce GHG emissions. Because the City's CAP addresses GHG emissions reductions and is consistent with the requirements of AB 32 and international efforts to reduce GHG emissions, compliance with the CAP fulfills the description of mitigation found in the State CEQA Guidelines. Per the CAP, a project may utilize the screening tables that are included in the CAP to show compliance with the CAP or, as an alternative, conduct a separate emissions analysis. Since the project's GHG emissions were analyzed by a separate emissions analysis (First Carbon Solutions, June 6, 2019) which indicated that the project's emissions would be below 3,000 MTCO2e, the project would be in compliance with the CAP.

17. TRIBAL CULTURAL RESOURCES	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Discussion:

A Cultural Resource Assessment was prepared for the project site by First Carbon Solutions, November 5, 2018. The Eastern Information Center located on the campus of California State University, Riverside conducted a cultural resources records search and literature review for the project. As previously discussed in Section 14 of this analysis, the record search included the project boundaries and a half-mile radius. Results of the records search indicate that there are no tribal cultural resources present within the project site. there is no new information or impacts other than those discussed under Section 14 of this analysis; therefore, no further mitigation is warranted.

It is highly unlikely that development of the proposed project would cause substantial adverse changes in the significance of a tribal cultural resource since the site is not known to contain tribal cultural resources. It is not listed on the California Register of Historical Resources or on the City's register of historic resources. Therefore, there would be no impacts to tribal cultural resources and no mitigation is required.

18. MANDATORY FINDING OF SIGNIFICANCE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fish/ wildlife population or habitat or important historical sites	☐	☐	☐	☒
b. Cumulatively considerable impacts	☐	☐	☐	☒
c. Substantial adverse effects on humans	☐	☐	☐	☒
d. Short-term vs. long-term goals	☐	☐	☐	☒

Discussion:

Based on the analysis of this Initial Study, the project has the potential to result in significant impacts to the following environmental topic:

- Cultural Resources

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However, appropriate mitigation has been developed. Mitigation Measures 1 through 4 successfully mitigate all identified potential impacts to less than significant levels. Therefore, project impacts to fish/wildlife population or habitat, important

historical sites, cumulatively considerable impacts, substantial adverse effects on humans, or short-term vs. long-term goals are considered less than significant.

19. WILDFIRE:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water resources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes	☐	☐	☐	☒

Discussion:

According to the California Department of Forest and Fire Protection (Cal Fire), the proposed project is not located within a Local Responsibility Area (LRA), State Responsibility Area (SRA), Federal Responsibility Area (FRA), or classified as a Very High Fire Hazard Severity Zone (VHFHSZ) (https://www.egis.fire.ca.gov/FHSZ/). In addition, the proposed project meets the Corona Fire Department's Standard of Cover. Therefore, there would be no impacts to an adopted emergency response plan or emergency evacuation plan and no mitigation is required.

The project site is relatively flat land with a gentle slope to the south and an elevation ranging between 687 to 703 feet above mean sea level. The proposed LA Fitness health club and future commercial pad will not contribute to the spread of wildfire since the project's design is in compliance with the current California Building Codes which include fire construction standards. In addition, the project site is not located in a Very High Fire Hazard Severity Zone (VHFHSZ), undeveloped forest-covered, brush-covered, or grass-covered land. Therefore, the project will not exacerbate wildfire risks, expose occupants to pollutant concentrations from a wildfire or cause uncontrolled spread of a wildfire. Therefore, no mitigation is required.

The proposed project would not require the installation or maintenance of roads, fuel breaks, emergency water sources, power lines or other utilities. The site is not located in a Very High Fire Hazard Severity Zone (VHFHSZ). Therefore, the project will not exacerbate fire risk or result in temporary or ongoing impacts to the environment. Therefore, no mitigation is required.

The project site is relatively flat land with a gentle slope to the south and is not part of any of the fire history maps; therefore, development of the proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of run-off, post-fire slope instability, or drainage changes. Therefore, no mitigation is required.

20. ENERGY:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency	☐	☐	☐	☒

Discussion:

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An Energy Impact Analysis was prepared for the project site by First Carbon Solutions, June 6, 2019. The study analyzed and evaluated the following environmental topics:

- Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy sources, during project construction and operation?

- Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

Construction

During construction, the proposed project would result in energy consumption through the combustion of fossil fuels in construction vehicles, worker commute vehicles, and construction equipment, and the use of electricity for temporary buildings, lighting, and other sources. Fossil fuels used for construction vehicles and other energy-consuming equipment would be used during site preparation, grading, paving, and building construction. The types of equipment could include gasoline- and diesel-powered construction and transportation equipment, including trucks, tractors, loaders, backhoes, excavators, graders, bulldozers, rollers, forklifts, and cranes.

Other equipment could include construction lighting, field services (office trailers), and electrically driven equipment such as pumps and other tools. Singlewide mobile office trailers, which are commonly used in construction staging areas, generally range in size from 160 square feet to 720 square feet. A typical 720-square-foot office trailer would consume approximately 9,700 kilowatt-hour (kWh) during the approximately 1.1-year construction period. Due to the temporary nature of construction and the financial incentives for developers and contractors to use energy consuming resources in an efficient manner, the construction phase of the proposed project would not result in wasteful, inefficient, and unnecessary consumption of energy. Therefore, the construction related impacts related to electricity and fuel consumption would be less than significant and no mitigation is required.

Operation

Electricity and Natural Gas

The operational phase of the project would consume energy as part of building operations and transportation activities. Building operations for the project would involve energy consumption for multiple purposes including, but not limited to, building heating and cooling, refrigeration, lighting, and electronics. Based on CalEEMod energy use estimations, operations (for the health club building, retail and restaurant spaces, and parking lot lighting) would consume approximately 711,219 kWh of electricity and an estimated 2.58 million kilo-British Thermal Unit (kBTU) (2.53 million cubic feet) of natural gas on an annual basis. The project would be designed and constructed in accordance with the City's latest adopted energy efficiency standards, which are based on the State's Title 24 energy efficiency standards. Title 24 standards include a broad set of energy conservation requirements that apply to the structural, mechanical, electrical, and plumbing systems in a building. The City of Corona CAP reinforces these State standards. The City of Corona General Plan includes energy conservation policies that require the use and installation of energy conservation features in all new construction projects, and encourage energy audits, including installation of energy conservation measures, for all commercial projects. The General Plan policies provide for expanded opportunities for "green building" techniques. Compliance with these policies would ensure that building energy consumption would not result in the use of energy in a wasteful, inefficient, or unnecessary manner. Therefore, the operational impact related to building electricity and natural gas consumption would be less than significant and no mitigation is required.

Fuel

Operational energy would also be consumed during vehicle trips associated with the project. Fuel consumption would be primarily related to vehicle use by visitors and employees associated with the proposed project. Based on CalEEMod energy use estimations, project-related vehicle trips would result in approximately 4.24 million VMT and consume an estimated 175,174 gallons of gasoline and diesel combined, annually. The project site is located approximately 0.6 mile from SR-91/ 6th Street and SR-91/Lincoln Avenue interchanges. As such, the project site would be in proximity to a regional route of travel, thus limiting travel on local roads and reducing VMT. The project site is less than 0.2 mile from the Route 1 UC Riverside-Downtown Riverside-Corona bus stop at Smith Avenue and West Sixth Street, which is within what is considered walking distance. The existing transportation facilities in the area would provide future visitors and employees associated with the proposed project with access to public transportation, thus further reducing fuel consumption demand. For these reasons, operational-related transportation fuel consumption would not result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources. Therefore, the operational impact related to vehicle fuel consumption would be less than significant and no mitigation is required.

Energy Plan Consistency

The proposed project will not conflict with or obstruct a State or Local plan for renewable energy or energy efficiency. As previously mentioned, the project would result in energy consumption through the combustion of fossil fuels in construction vehicles, worker commute vehicles, and construction equipment, and the use of electricity for temporary buildings, lighting, and other sources. California Code of Regulations Title 13, Sections 2449 and 2485, limit idling from both on-road and off-road diesel-powered equipment and are enforced by California Air Resources Board. The project would comply with these regulations. There are no policies at the local level applicable to energy conservation specific to the construction phase.

Thus, it is anticipated that construction of the proposed plan would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Therefore, construction-related energy plan consistency impacts would be less than significant, and no mitigation is required.
California's Renewables Portfolio Standard (RPS) requires that 33 percent of electricity retail sales be served by renewable energy sources by 2020. The proposed project would be served with gas provided by SoCalGas. SoCalGas offers renewable natural gas captured from sources like dairies, wastewater treatment plants and landfills. The proposed project would be served with electricity provided by Southern California Edison (SCE). SCE's 2017 power mix included 32 percent eligible renewable (biomass and biowaste, geothermal, eligible hydroelectric, solar, and wind), 34 percent unspecified sources of power, 20 percent natural gas, 8 percent large hydroelectric, and 6 percent nuclear. SCE also offers a Green Rate 50 percent option that sources 66 percent of its power mix from eligible renewable energy sources, and a Green Rate 100 percent option that sources 100 percent of its power mix from eligible renewable energy sources. SCE is on track to meet the California RPS of 33 percent by 2020 mandate.

Part 11, Chapter 5, of the State's Title 24 energy efficiency standards establishes mandatory measures for non-residential buildings, including material conservation and resource efficiency. The project would be required to comply with these mandatory measures. The project would also comply with the California Building Standards Code requiring proposed commercial buildings to be solar ready. Policies 10.2.3 and 10.21.2 of the City of Corona General Plan require implementation of energy conservation through various regulatory, educational, and fiscal techniques, and the use and installation of energy conservation features in all new construction projects. The proposed project would be required to comply with these City-mandated policies. Other policies that promote energy conservation at the local level are voluntary. Compliance with the aforementioned mandatory measures would ensure that the proposed project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing energy use or increasing the use of renewable energy. Therefore, operational energy efficiency and renewable energy standards consistency impacts would be less than significant, and no mitigation is required.

21. PREVIOUS ENVIRONMENTAL ANALYSIS:

Earlier analysis may be used when one or more of the environmental effects have been adequately analyzed in an earlier EIR or Negative Declaration (Section 15063).

DOCUMENTS INCORPORATED BY REFERENCE:

1. **City of Corona General Plan, March 17, 2004**
2. **Phase I Environmental Site Assessment, prepared by Salem Engineering Group, Inc., April 19, 2018**
3. **Preliminary Water Quality Management Plan, prepared by Joseph C. Truxaw & Associates, Inc., February 21, 2019**
4. **Hydrology Study, prepared by Joseph C. Truxaw & Associates, Inc. February 21, 2019**
5. **Geotechnical Engineering Investigation, prepared by Salem Engineering Group, Inc., March 23, 2018**
6. **Traffic Impact Analysis Report, prepared by Linscott Law & Greenspan, Engineers, June 6, 2019**
7. **Air Quality/Greenhouse Gas/Energy Analysis Report, prepared by First Carbon Solutions, June 6, 2019**
8. **Cultural Resources Assessment, prepared by First Carbon Solutions, November 5, 2018**

MITIGATION MONITORING AND REPORTING PROGRAM
PP2018-0005

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person	Verification Date
AIR QUALITY						
1	During construction activities, all off-road equipment with engines greater than 50 horsepower shall meet either EPA or ARB Tier IV Interim off-road emission standards. The construction contractor shall maintain records concerning its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information may include but are not limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. If engines that comply with Tier IV Interim off-road emission standards are not commercially available, then the construction contractor shall use the next cleanest piece of off-road equipment (e.g., Tier III) available. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier IV Interim engines taking into consideration factors such as critical-path timing of construction; and geographic proximity to the project site of equipment. The contractor can maintain records for equipment that is not commercially available by providing letters from at least two rental companies for each piece of off-road equipment where the Tier IV Interim engine is not available.	Condition of Approval	Construction contractor shall maintain records for equipment on site during construction	During construction	Community Development Department (Planning)	
CULTURAL RESOURCES						
2	Treatment and Disposition of Cultural Resources: In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out for treatment and disposition of the discoveries: a. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversite of the process; and	Condition of Approval	Submittal of Phase IV Monitoring Report	Within 60 days of completion of grading; otherwise, report shall be submitted prior to issuance of a Certificate of Occupancy.	Community Development Department (Planning)	

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person	Verification Date
3	Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Corona Community Development Department with evidence of same: a. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed; b. A curation agreement with the appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; c. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural minerals, they shall be curated at the Western Science Center by default; and. d. At the completion of grading, excavation and ground disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during					

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person	Verification Date
	the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Corona, Eastern Information Center and interested tribes.					
4	Sacred Sites: All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval	Submittal of report or documentation	Within 60 days of completion of grading; otherwise, report shall be submitted prior to issuance of a Certificate of Occupancy.	Community Development Department (Planning)	
5	Fossil Specimens: In the event that fossils are inadvertently discovered during the course of grading for this Project. The following procedures will be carried out: a. The applicant shall immediately cease operation and retain a qualified and trained paleontologist. The paleontologist shall salvage all fossils in the area and provide additional field staff in accordance with modern paleontological techniques. b. All fossils collected during the project will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.	Condition of Approval	Submittal of report or document	Within 60 days of completion of grading; otherwise, report shall be submitted prior to issuance of a Certificate of Occupancy.	Community Development Department (Planning)	
6	Discovery of Human Remains: In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Corona Community and Development Department immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b). Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine	Condition of Approval	Submittal of report or documentation	Within 60 days of completion of grading; otherwise, report shall be submitted prior to issuance of a Certificate of Occupancy.	Community Development Department (Planning	

No.	Mitigation Measures	Implementation Action	Method of Verification	Timing of Verification	Responsible Person	Verification Date
	whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts. The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052) determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply, and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).					

FITNESS INTERNATIONAL, LLC

July 13, 2018

VIA: US Mail

Re: Proposed LA Fitness Club
1435 W. Sixth Street, Corona, CA
"Community Outreach"

To Whom It May Concern:

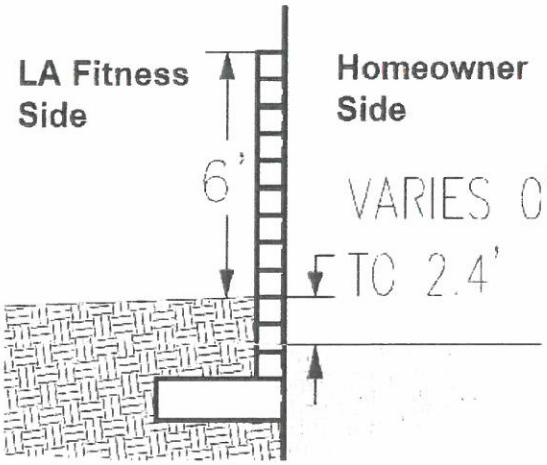
We are proposing to develop a full-service 37,000 SF LA Fitness health club on Sixth Street including the club the amenities that are illustrated on the attached floor plan.

The City approval process requires notification of property owners within a 500' radius of our site. Once the Planning Commission review meeting is calendared, you will be receiving a formal notice from the City.

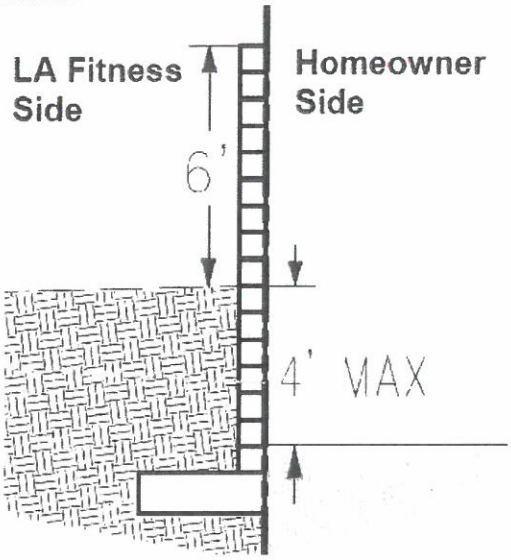
This is a separate, informal **"Community Outreach"** for the six future residential neighbors on Pleasant View Avenue that are immediately adjacent to our site. Our project will be installing a new 6' high decorative masonry rear property wall that will abut your property. Rather than maintain back-to-back fences or walls, we are offering to demolish and remove your fences/walls at our cost with the intent that all parties would share the benefit of our new masonry walls. This work will be done very carefully by our general contractor including installing temporary fencing as needed to protect your property and keep any animals enclosed as our wall is being built. Our team will be directly communicating with each property owner during the process.

Due to the sloping configuration of our site, the perimeter wall will be retaining approximately 4' of earth at the northwest corner of our property. This means that the 6' high wall on the LAF side will be a 10' wall on the homeowner side at this location. This is the point of maximum retainage/maximum wall height. The retainage approaches "0" at the northeast corner of the property where the height of the wall will be approximately 6' on both sides. The maximum/minimum retainage and wall heights are depicted by the two wall section details on the following page. Please note that additional drawings of the future rear property line wall are included for your review.

It's important to note that the team made their best effort to minimize the height of the rear property line wall. Moreover, we are upsizing the perimeter trees on our property to help buffer the size of our building from the adjacent residences.



SECTION C-C '0' – 2.4' Retainage



SECTION G-G 4' Maximum Retainage

Additionally, please rest assured that the City does not allow commercial traffic to exit or enter from Pleasant View Avenue.

As a part of our outreach, the City has encouraged us to actively seek any comments you may have. Finally, if a face-to-face meeting is desired we would be pleased to host a meeting at the City or an informal meeting on your street to present the project and respond to your questions firsthand. Please let us know if this is desired. This notification is being sent to the property owners/occupants outlined in red and noted at the bottom of the radius map on the following page.

We thank you for your time; even if you don't have comments we encourage you to reply to LA Fitness emails noted below to enable us to facilitate communication during the construction of the rear property line wall.

Regards,

Greg Gill, SRVP Development
Fitness International, LLC
D: 949.255.7296 | M: 949.633.9934
gregg@fitnessintl.com

Karina Estevez
FITNESS INTERNATIONAL, L.L.C.
D: 949.255.7265
karinab@fitnessintl.com

FITNESS INTERNATIONAL, LLC

August 8, 2018

VIA: US Mail

Re: Proposed LA Fitness Club
1435 W. Sixth Street, Corona, CA
"Community Outreach"

To Whom It May Concern:

We are proposing to develop a full-service 37,000 SF LA Fitness health club at 1435 W. Sixth Street that will include the amenities illustrated on the attached floor plan.

This is an informal **"Community Outreach"** notification that's being sent to Pleasant View Avenue residents within a 500' radius of the project to give you a sense for the project and to solicit any preliminary feedback that you may have. Once the Planning Commission review meeting is calendared, you will be receiving a formal notice from the City. This is a follow-up notification for the 6 Pleasant View neighbors that are immediately adjacent to our site.

For the majority of the Pleasant View Avenue residents, our club will only be visible when traveling past the vacant Pleasant View parcel that's adjacent to our site. The parcels we are purchasing includes a residential appendage parcel that fronts on Pleasant View. This parcel is part of our drainage system and will be covered with gravel/rip-rap.

The following graphics are included:

- Rendering
- Floor Plan
- A-4 Overall Site Plan/Line of Sight
- Preliminary Landscape Plan
- Elevations/Sections at Pleasant View Adjacent Parcels
- Boundary Wall Elevations

Additionally, please rest assured that the City does not allow commercial traffic to enter or exit from Pleasant View Avenue.

We trust that the attached drawings will provide a clear understanding of the proposed project. If a face-to-face meeting is desired, we would be pleased to host a meeting at the City to respond to your questions firsthand. Please let us know if this is desired. This notification is being sent to the property owners/occupants outlined in red on the following page.

The City has encouraged us to actively seek any comments you may have. While we hope they are positive, we will collect any/all comments and share them with the City. Please send any comments you may have to the emails noted below.

Regards and thanks in advance for your time!

Greg Gill, SRVP Development
Fitness International, LLC
D: 949.255.7296 | M: 949.633.9934
gregg@fitnessintl.com

Karina Estevez
FITNESS INTERNATIONAL, L.L.C.
D: 949.255.7265
karinab@fitnessintl.com

Attachments

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Monday, August 26, 2019

6:00 PM

Council Chambers

Planning and Housing Commission

Karen Alexander, Chair
Timothy Jones, Vice Chair
David Hooks, Commissioner
Craig Siqueland, Commissioner
Viren Shah, Commissioner

EXHIBIT 4

ROLLCALL

Present 5 - Commissioner Viren Shah, Vice Chair Tim Jones, Chair Karen Alexander, Commissioner Craig Siqueland, and Commissioner David Hooks

1. CALL TO ORDER

Chair Alexander called the meeting to order.

2. PLEDGE OF ALLEGIANCE

Commissioner Hooks led the Pledge of Allegiance.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

None.

4. CONSENT ITEMS

None.

5. PUBLIC HEARINGS

19-0752 CUP2018-0014 (CONTINUED): Conditional Use Permit application to establish and operate a 4,375 square foot public charter school within an existing commercial building located at 700 North Main Street in the CR (Commercial Retail) District of the North Main Street Specific Plan (SP99-01) (Applicant: Bill Calleja of Pivot Charter School, 700 North Main Street, Corona, CA 92880).

Attachments: Staff Report

A motion was made by Commissioner Shah, seconded by Commissioner Siqueland, that the Planning and Housing Commission CONTINUE item CUP2018-0014 to the Planning and Housing Commission meeting of September 9, 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0754 HRLM2019-0002: Application to nominate a Victorian Hipped Roof Cottage residence built in 1900 located at 506 E. Seventh Street in the Single Family District of the Downtown Corona Revitalization Specific Plan (SP98-01) as a landmark on the Corona Register of Historic Resource. (Applicant: Robert and Angela Montanez).

Attachments: Staff Report
Locational and Zoning Map
Exhibit A - Statement of architectural and historical significance
Exhibits B1-B14 - Photographs of Property
Exhibit C - CHPS letter dated August 4, 2019
Exhibit D - Environmental Documentation
Exhibit E - Aerial map of property
HRLM2019-0002 PP Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for HRLM2019-0002. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the item before the public hearing is opened.

TOM RICHINS, SPOKE ON BEHALF OF APPLICANT ROBERT MONTANEZ, gave a brief description on the history of the home and provided clarification regarding the add-on to the home and the year the home was built. He also stated that if the home is approved for a Mills Act contract, the applicant would be allowed to take the savings and apply it towards the preservation and maintenace of the home.

ANGELA MONTANEZ, APPLICANT, commented that trees in the front yard will be pruned.

Chair Alexander opened the public hearing.

RICHARD WINN, REPRESENTING CORONA HISTORIC PRESERVATION SOCIETY (CHPS), spoke about CHPS's concerns for this home being listed as a local landmark. He indicated the current condition of the home and property does not compare to other historic homes that have been given local landmark status and that the owner should do more work on the property to better the appearance before it is listed as a local landmark. He also showed an example of another home in the city that is same style as the applicant's home, but demonstrates a better appearance from the street.

Chair Alexander closed the public hearing.

Commissioner Hooks expressed his agreement on the recommendation for the tress to be pruned.

Vice Chair Jones asked if the attic ventilation located on the roof can be removed or relocated to keep the historic value of the home.

Angela Montanez responded yes.

Mr. Richins expressed his acknowledgement of the Mills Act and agreed that the attic ventilation should be removed to keep the historic value of the home; and that it can be easily done with the cost savings the owner will have through the Mills Act.

Vice Chair Jones asked that the removal of the attic ventilation be added to the conditions of approval.

Commissioner Siqueland commented he believes the home is a good example of a historic home in Corona. He also recommends that a landscape maintenance agreement be established for this property to include tree trimming.

JOANNE COLETTA, DIRECTOR OF COMMUNITY DEVELOPMENT, stated an improvement plan can be added to the Mills Act contract. Ms. Coletta explained the terms of the Mills Act contract to the Commissioners.

Chair Alexander expressed she likes the historic preservation in the city and thanked the CHPS and the applicant for all their work. She also commented on the letter she received from Mr. Winn. She agrees this home meets the requirements stated in the Corona Municipal Code (CMC) for placement as a historic landmark, which was also stated in the letter received from CHPS.

Commissioner Shah asked if there will be a plaque in front of the home identifying it as a historic landmark.

Mr. Richins responded he only knows of one home that current displays a plaque. He mentioned people can look up historic homes on the website.

Chair Alexander thanked the Riverside Cultural Heritage Commissioner and the Redlands Historic Society and spoke about the CHPS considering a similar tier program to the Riverside and Redlands Historic Society. She also thanked the previous three presidents of the CHPS and the Richins family.

A motion was made by Commissioner Siqueland, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend APPROVAL of HRLM2019-0002 to the City Council, based on the satisfaction of the listed criteria

contained in the staff report and the added conditions of approval that a maintenance plan for the front yard landscaping shall be included in the initial 10-year workplan for the Mills Act contract, the trees in the front yard shall be pruned prior to approval of the Mills Act contract and the roof turbine shall be relocated to make it less visible from the street.The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0737 PP2018-0005: A precise plan application to review the site plan and architecture of a 37,000 square foot LA Fitness health club and a 9,300 square foot commercial pad on five acres located north of west Sixth Street and east of Smith Avenue (1415 and 1435 W. Sixth Street) in the C-3 (General Community Commercial) zone. (Applicant: Greg Gill for Fitness International, LLC, 3161 Michelson Drive, Suite 600, Irvine, CA 92612).

Attachments: Staff Report

Resolution No. 2540

Locational and Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C- Floor Plan

Exhibit D - Colored Elevations

Exhibit E - Wall Elevations

Exhibit F - Colored Landscape Plan

Exhibits G1-G3 - Proposed Signage

Exhibit H - Applicant's letter dated August 23, 2018, addressing criteria for Precise Plans

Exhibit I - Environmental Documentation

Exhibit J - Letter dated July 13, 2018 sent to six properties adjacent to project site along Pleasant View Avenue

Exhibit K - Letter dated August 8, 2018 sent to all properties within 500 feet

PP2018-0005 Presentation

At the request of Chair Alexander, Lupita Garcia, Assistant Planner, reviewed the staff report for PP2018-005. At the conclusion of her presentation, Ms. Garcia offered to answer any questions of the Commission.

Chair Alexander asked if the applicant would like to speak on the application before the public hearing is opened.

MIKE CALAHAN, REPRESENTING LA FITNESS ON BEHALF OF APPLICANT, GREG GILL, thanked the Commissioners and Ms. Garcia for all their hard word they put into this project. Mr. Calahan expressed all the

conditions of approval are acceptable except for condition #5 under the Building Divison. He believes since the pool is located inside a building, in a separate room, a fence should not be required. He asked for that condition to be removed.

Commissioner Siqueland expressed his approval for this project. He asked if there will be an impact to the residents located behind the property with regards to the retaining wall being built.

Mr. Calahan replied there will be no impact to the residents and the wall will be within the LA Fitness parcel.

Commissioner Siqueland asked for additional clarification and wanted to know if the wall will be built behind the existing fence.

Mr. Calahan replied yes, but the residents will have ability remove their existing wood fence along their rear property line and use the new block wall.

Commissioner Siqueland asked if the vacant lot (Pad B) will be irrigated and maintained until it is fully developed.

Mr. Calahan responded yes.

Commissioner Siqueland asked if the operating hours are a part of the application and can they be changed at any given time.

Mr. Calahan responded yes the operating hours can be changed without the city's approval.

Vice Chair Jones asked if the main entrance is the only access entry into the building for members.

Mr. Calahan responded all members will have to come through the main entrance to enter the building because of the check-in procedures for members.

Vice Chair Jones asked if there will be any security measures installed on the building.

Mr. Calahan responded they did not propose security cameras on the outside of the building as it is not required by city ordinance, but have done exterior cameras in other cities.

Vice Chair Jones expressed his security concerns for the patrons who park

towards the rear of the building.

Mr. Calahan responded they will consider installing security cameras to monitor the parking lot.

Vice Chair Jones asked if there are other measures that could be taken to make sure the site is more secure around the perimeter of the building.

Mr. Calahan gave an explanation as to why the site plan was designed as it is and explained all measures were considered in the planning process.

Vice Chair Jones agreed with Mr. Calahan and expressed his concern for the safety of patrons to the rear of the building going to their cars.

Mr. Calahan responded the applicant will consider installing security cameras to monitor the rear parking lot.

Commissioner Hooks expressed his concerns over the safety of the patrons and asked if the lighting at the rear of the building will be attached to the building or free standing.

Mr. Calahan responded the lighting will be free standing and additional lighting will be outside the rear exit doors. He explained the design of the lighting and that it will not have an impact to the residents.

Chair Alexander expressed her concerns regarding trespassing to the rear of the building due to the type of shrubs that may conceal trespassers. She suggested a different type of ground cover be considered instead of shrubs along the rear planter. She also suggested a motion sensor be installed to the rear of the building.

Mr. Calahan responded it will be considered.

Chair Alexander expressed her concerns for loitering at the future Pad B location. She suggested a fence be placed around the site to prevent loitering.

Mr. Calahan responded a fence will be considered.

Vice Chair Jones asked what the time frame would be for the block wall to be built between the site and the residents.

Mr. Calahan responded it will take approximately six weeks for the wall to be built and a temporary fence will be placed during construction so residents privacy will not be impacted.

Commissioner Siqueland asked city staff about the condition regarding the fence being placed around the pool.

Ms. Coletta responded it is a standard condition of approval, but this condition does not apply to this project and will be removed from the conditions of approval.

Chair Alexander opened the public hearing.

JOE MORGAN, RESIDENT, expressed his approval for this project and thanked the applicant and city staff.

Chair Alexander closed the public hearing.

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and adopt Resolution No. 2540 GRANTING PP2018-0005, based on the findings contained in the staff report and conditions of approval with the removal of condition 5 (building division) and the added conditions: to install security cameras in the parking lot with signage indicating the property is under surveillance and the security tapes be kept for 30 days for retention purposes, install a temporary three-foot high white vinyl fence or other fencing approved by the Community Development Department around Pad B to prevent loitering with signage indicating private property and the parking lot light poles located along the north perimeter of the project site be designed to prevent glare on to the adjacent residential properties to the north. The light poles will be determined by staff in conjuction with staff's review of the project's photometric analysis and light fixture design plan which the applicant shall submit to the city prior to issuance of a building permit. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0747 GPA2019-0001: An application to amend the General Plan designation of four properties totaling approximately 0.50 acres from Low Density Residential (LDR) to Office Professional (OP) and establish the Office Professional and Mixed Use Downtown (MUD) designation on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on a total of 3.48 acres located on the south side of West Sixth Street, between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2538

Locational & Zoning Map

Exhibit A - Proposed General Plan Amendment

Exhibit B - Aerial Map

Exhibit C - Existing General Plan Designation

Exhibit D - Site Plan

Exhibit E - Environmental Documentation

Exhibit F - Public Correspondence

GPA2019-0001, SPA2019-0001, PM 37565, PP2019-0003 PP Presentation

At the request of Chair Alexander, Sandra Yang, Senior Planner, presented the staff reports for GPA2019-0001, SPA2019-0001, PP2019-0001 and PM 37565. At the conclusion of her presentation, Ms. Yang offered to answer any questions of the Commission.

Vice Chair Jones asked if the parking on Belle Avenue is required parking for the proposed site.

Ms. Yang responded the site is over parked and the street parking would be excess parking.

Commissioner Siqueland asked how much of the building will City of Hope occupy and what services will be offered.

RICHARD BOURESTON, REPRESENTING BOURESTON DEVELOPMENT, responded City of Hope will be occupying all of Building A and they provide a broad range of services.

RICHARD GANN, REPRESENTING CITY OF HOPE, explained they are a cancer research hospital and he explained the services that will be provided.

Chair Alexander asked how this new facility will impact the existing facility located in Corona.

Mr. Gann responded they will be relocating from the current location to this new location.

Chair Alexander opened the public hearing.

Ms. Yang provided clarification on the street parking on Belle Avenue. She stated 24 parking spaces on Belle Avenue are part of the required parking

for the site.

Vice Chair Jones asked for clarification, are 24 parking spaces required to meet the building parking requirements and will the other remaining spaces be for excess parking. He asked how many parking spaces will be constructed on Belle Avenue.

Ms. Yang responded 24 parking spaces are required and a total of 54 parking spaces are planned on Belle Ave.

Commissioner Shah asked how many parking spaces are on Belle Avenue.

Ms. Yang responded the plan proposes 54 parking spaces on Belle Avenue.

Chair Alexander opened the public hearing.

ELIZABETH MCCREARY, CITY OF CORONA PARKS AND RECREATION COMMISSIONER, expressed her concerns regarding the parking because this project would remove the overflow parking lot currently used by the library.

Ms. Yang responded the existing parking lot contains 41 parking stalls and the parking will be replaced with 54 parking spaces planned on Belle Avenue. The applicant and city will have a shared parking agreement that will allow library patrons to use the on-street parking during the medical offices off-peak business hours.

Chair Alexander asked what the office hours will be for the City of Hope.

Mr. Gann responded the operating hours for City of Hope are normally 8:00 a.m. to 5:00 p.m. and at times patients getting infusion treatments may go later into the afternoon with radiology and oncology patients mostly seen in the morning hours.

Chair Alexander asked with the doubling of the square footage, if services could expand beyond 5:00 p.m.

Mr. Gann responded it is difficult to predict but their cliente is reduced toward the end of the day.

Ms. Coletta asked if the clientele would be different in the evening hours.

Mr. Gann responded it would depend on the type of treatments that are

being done, such as infusion care.

KEVIN CHENG, REPRESENTING CITY OF HOPE, responded the current hours of operation are 8:00 a.m. to 5:00 p.m. He also explained which procedures are typically done in the morning versus the afternoon.

DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER, stated that he is working with city management and the Library department on ways to improve the library parking lot and their availability for parking. He stated they are evaluating ways to reconfigure the library parking lot.

DOTTIE LARADEN, RESIDENT / RETIRED LIBRARIAN, spoke about her concern with the parking on Belle Avenue and it being a route for ambulances.

Mr. Ralls responded ambulances will still route through Belle Avenue. He explained that the proposed street parking is designed to allow cars to pass on the street with the parking.

Chair Alexander closed the public hearing.

Commissioner Shah asked if there is a plan to have a mutual access to the parking lot between the two proposed buildings and the hospital parking lot.

Ms. Yang responded no.

TOM KOPER, PUBLIC WORKS ASSISTANT DIRECTOR, explained the sewer line in the alley between the two buildings and mentioned the diagonal parking on the hospital parking lot will remain.

Commissioner Shah asked if Building B will have interface with City of Hope.

Mr. Koper responded Building B will not be affiliated with the City of Hope.

Vice Chair Jones asked if Building B will have similar operating hours as the City of Hope.

Mr. Boureston responded various tenants will occupy Building B which can include a surgery center and urgent care, and this building will have no direct affiliation with the City of Hope.

Vice Chair Jones commented he supports this project.

A motion was made by Vice Chair Jones, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated

Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of GPA2019-0001, based on the findings contained in the staff report and adopt Resolution No. 2538 granting GPA2019-0001 as part of Cycle I of the General Plan Amendments for 2019. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0757 SPA2019-0001: Application to amend the Downtown Corona Revitalization Specific Plan (SP98-01) to change the designation of seven properties totaling approximately 1.03 acres from Single Family (SF) and Commercial Services (CS) to Downtown (D) and establish the Downtown District on approximately 0.56 acres of public rights-of-way to facilitate the development of a medical office park on 3.48 acres located on the south side of West Sixth Street between Sheridan Street and Belle Avenue. (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Proposed Specific Plan Amendment

Exhibit B - Conditions of Approval

Exhibit C - Aerial Map

Exhibit D - Existing Specific Plan Designation

Exhibit E - Existing General Plan Designation

Exhibit F - Site Plan

Exhibit G - Applicant's letter dated March 5, 2019, explaining Specific Plan and General Plan amendments

Exhibit H - Legal description of the specific plan amendment site

Exhibit I - Environmental Documentation

Exhibit J - Public Correspondence

A motion was made by Commissioner Siqueland, seconded by Commissioner Shah, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of SPA2019-0001 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0759 PP2019-0003: A precise plan application to review the site plan and architecture of two medical office buildings totaling 58,900 square feet on 3.48 acres located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01) (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Resolution No. 2539

Locational & Zoning Map

Exhibit A - Site Plan

Exhibit B - Conditions of Approval

Exhibit C - Parcel Map 37565

Exhibit D1 & D2 - Floor Plans

Exhibit E - Colored Elevations for Building A

Exhibit F - Colored Elevations for Building B

Exhibit G - Detailed Elevations for Building A

Exhibit H - Detailed Elevations for Building B

Exhibit I - Applicant's letter dated June 6, 2019, addressing the architecture of the buildings

Exhibit J - Landscape Plan

Exhibit K - Sign Program

Exhibit L - Proposed Corona Cruiser Bus Route Change

Exhibit M - Angled parking design on Belle Avenue

Exhibit N - Applicant's letter dated March 15, 2019, addressing criteria for Precise Plans

Exhibit O - Environmental Documentation

Exhibit P - Public Correspondence

A motion was made by Commissioner Shah, seconded by Vice Chair Jones, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and Resolution No. 2539 GRANTING PP2019-0003, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

19-0758 PM 37565: A parcel map application to create two parcels totaling 3.48 acres to facilitate the development of two medical office buildings located on the south side of West 6th Street between Sheridan Street and Belle Avenue in the Downtown District zone of the Downtown Corona Revitalization Specific Plan (SP98-01). (Applicant: Richard Boureston, Boureston Development, 650 Town Center Drive, Suite 890, Costa Mesa, CA 92626)

Attachments: Staff Report

Locational & Zoning Map

Exhibit A - Parcel Map 37565

Exhibit B - Conditions of Approval

Exhibit C - Site Plan

Exhibit D - Proposed Corona Cruiser Bus Route Change

Exhibit E - Applicant's letter dated May 21, 2019 giving essential subdivision information

Exhibit F - Environmental Documentation.pdf

Exhibit G - Public Correspondence

A motion was made by Vice Chair Jones, seconded by Chair Alexander, that the Planning and Housing Commission recommend adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Plan and APPROVAL of PM 37565 to the City Council, based on the findings contained in the staff report and conditions of approval. The motion carried by the following vote:

Aye: 5 - Commissioner Shah, Vice Chair Jones, Chair Alexander, Commissioner Siqueland, and Commissioner Hooks

6. WRITTEN COMMUNICATIONS

None.

7. ADMINISTRATIVE REPORTS

None.

8. PLANNING AND HOUSING COMMISSIONERS' REPORTS AND COMMENTS

None.

9. ADJOURNMENT

Chair Alexander adjourned the meeting at 7:39 p.m. to the Planning and Housing Commission meeting of Monday, September 9, 2019, commencing at 6:00 p.m. in the City Hall Council Chambers.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Infrastructure Committee

MAYOR JASON SCOTT
COUNCIL MEMBER WES SPEAKE

ADVISORY MEMBER
PLANNING & HOUSING COMMISSIONER

Wednesday, September 4, 2019 **8:00 AM** **Council Board Room**

1. Call To Order

The meeting was called to order by Vice Mayor Jim Steiner at 8:05 a.m. with Mayor Jason Scott. In addition to the Committee Members, the following individuals were in attendance:

Mitch Lansdell, Acting City Manager	Michele Nissen, Asst. City Manger
Joanne Coletta, Com. Dev. Dir.	Tom Koper, Asst. Public Works Dir.
Sandra Yang, Sr. Planner	Naomi Ramirez, Management Svcs. Asst.

Others Present:
Tim Jones, Planning & Housing Commission
Joe Morgan, Resident

2. Public Comments

None.

3. Agenda Items

A. 19-0788 Discussion on a proposed residential subdivision consisting of 23 single family residential lots in the SFR-5 designation of the Northeast Corona Specific Plan located at the northwest corner of Promenade Avenue and Cresta Avenue.
(Community Development)
Action: Information & Discussion

Ms. Joanne Coletta, Community Development Director, introduced to the Committee a proposal to develop 23 single family dwellings on approximately four acres located on the southwest corner of Cresta Road and Promenade Avenue. The site is within the Northeast Corona Specific Plan and has a zoning of SFR-5 which requires a minimum lot size of 5,000

square feet. The development consists of a single cul-de-sac that is designed as a public street with lots ranging from approximately 5,000 square feet to 12,400 square feet in area. Ms. Coletta described the existing topography of the site which needs to be raised at the west and southeast perimeters with the construction of a verdura retaining wall along both perimeters in order to achieve level buildable pads. The developer has had discussions with the neighboring property owners that abut the west perimeter of the site regarding the proposed development including replacement of the shared perimeter fence with a new block wall.

Mr. Tom Koper, Assistant Public Works, informed the Committee that the lots with the verdura wall may not able to install pools in their backyards as it may impact the stability of the verdura wall.

The Committee commented on the project being a good infill site and did not object to the proposal.

B. 19-0789 Discussion regarding a zone change from R-1A and R-1-14.4 to the R-1-7.2 zone on 9.3 acres located on the east side of Garretson Avenue and south of Santana Way (property owned by the Corona Norco Unified School District).
(Community Development)
Action: Information & Discussion

Item was pulled by applicant.

4. Adjournment

The meeting was adjourned at 3:19 a.m.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Minutes - Draft

Public Services Committee

VICE MAYOR JIM STEINER
COUNCIL MEMBER YOLANDA CARRILLO

ADVISORY MEMBER
PARKS & REC COMMISSIONER
LIBRARY BOARD OF TRUSTEE REPRESENTATIVE

Wednesday, September 4, 2019 **3:00 PM** **Council Board Room**

1. Call To Order

The meeting was called to order by Vice Mayor Jim Steiner at 3:03 p.m. with Council Member Jacque Casillas as the alternate for Council Member Yolanda Carrillo. In addition to the Committee Members, the following individuals were in attendance:

Mitch Lansdell, Acting City Manager
Tracy Martin, Utilities Project Manager
David Montgomery-Scott, Library & Recreation Svcs. Dir.
Abigail Schellberg, Library & Recreation Svcs. Asst. Dir.
Naomi Ramirez, Management Svcs. Asst.
Jason Lass, Recreation Svcs. Manager

Others Present:
Michelle Wentworth, Parks & Recreation Commission
Connie Newhan, Library Board of Trustees
Joe Morgan, Resident

2. Public Comments

None.

3. Agenda Items

A. 19-0786 Discussion regarding Voluntary Utility Bill Donations to Offset City Projects and Programs.
(Library and Recreation Services)
Action: Information & Discussion

Attachments: Donation Program Presentation

Ms. Tracy Martin introduced a proposal for a community funding concept, a voluntary monthly donation through the utility bill. Through this program the City has potential to collect many small donations that can be pooled for a larger purpose. The resident can opt in and provide a one-time donation or select to donate a certain amount each month. The goal is to provide a way

to help fund park enhancements that the community expresses desire for.

Mr. Mitchell Lansdell, Acting City Manager, inquired about the possibility of partnering with the Parks Foundation so the donation can provide residents with the tax write off option.

Ms. Martin provided the program foundational concepts and noted the project/program specific with a dedicated web page that can provide updates, program descriptions, etc. She noted that the concept for the proposal is used in many cities and provide the Committee with more detail on a few cities that currently have a similar type of program in place. Ms. Martin provided the next steps of the proposed project. She explained that the first thing is to develop and adopt a policy, and identify projects and extra amenities. Staff would also work with the Department of Water and Power and Finance on billing set-up. As well as develop digital media, promote the program, and enroll participants. She noted that staff would bring a draft policy before all appropriate Committees and Commissions before adoption.

Vice Mayor Jim Steiner inquired about any cost associated with setting up or promoting the program. Staff responded that any additional cost would be for the printing of the inset in the utility bill. Staff mentioned they can also use media to promote possible program partnerships with other organizations to help cover costs.

Council Member Jacque Casillas inquired about department infrastructure and its ability to take on a new task such as this. Staff noted that the utility billing system can be configured to process this type of request and program.

Ms. Michelle Wentworth, Parks and Recreation Commission Chair, commented on having a general “park improvements” donation option to start the program and gage the participation and success of program.

Ms. Connie Newhan, Library Board of Trustee Chair, commented on having multiple projects available for residents to choose where their donation will be used. This option may engage more residents to participate for projects they have interests in.

Mr. Joe Morgan, Resident, commented that having the donation added to your utility bill may be viewed with negative results, and suggested that possibly separating the donation option from the utility bill may generate more participation.

Council Member Casillas noted the proposed program is a creative way to

help fund goals that are beneficial to residents and City.

The Committee is in favor of moving forward with proposed program.

4. Adjournment

The meeting was adjourned at 3:21 p.m.