

City of Corona

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

City Council Meeting Final Agenda

Wednesday, February 16, 2022

**Closed Session Council Board Room 4:30 PM
Open Session Council Chambers 6:30 PM**



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

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

The City Council meeting for February 16, 2022, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

When: Feb 16, 2022 06:30 PM Pacific Time (US and Canada)

Topic: City Council 2/16

Please click the link below to join the webinar:

<https://coronaca-gov.zoom.us/j/88320906849>

Or One tap mobile :

US: 8884754499,,88320906849# (Toll Free) or 8335480276,,88320906849# (Toll Free)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: 888 475 4499 (Toll Free) or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free)

or 877 853 5257 (Toll Free)

Webinar ID: 883 2090 6849

International numbers available: <https://coronaca-gov.zoom.us/j/88320906849>

CONVENE CLOSED SESSION

CITY COUNCIL/CORONA UTILITY AUTHORITY

- 1. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: City of Corona & CUA adv. The Dow Chemical Company et al.
Case Number: U.S.D.C. Central District of CA 5:20-CV-02562 MWF (SPx)

CITY COUNCIL

- 2. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
(1 or more cases)
- 3. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property Location: 725 S. Main Street (APN: 117-191-011)
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: E Ticket LLC, Corona 725 LLC, 725 Main Street Investor LLC
Under Negotiation: Price and Terms of Payment
- 4. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Employee Organizations: Corona Supervisors Association

5. CLOSED SESSION - [CONFERENCE WITH LABOR NEGOTIATORS](#)

[Pursuant to Government Code Section 54957.6](#)

[Agency Designated Representative: Wes Speake, Mayor](#)

[Unrepresented Employees: Jacob Ellis, City Manager and Dean Derleth, City Attorney/LRM Director](#)

INVOCATION

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Council Members. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

PLEDGE OF ALLEGIANCE**CONVENE OPEN SESSION**

Individuals wishing to address the City Council are requested to complete a speaker 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 "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the 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 city of residence for the record.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

6. [Proclamation: Black History Month.](#)
7. [Presentation: Homeless Strategic Plan Dashboard Report.](#)
8. [Presentation: Covid-19 Update.](#)

MEETING MINUTES

9. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Study Session Meeting of January 26, 2022.](#)
10. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of February 2, 2022.](#)

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.

11. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Investment Portfolio Report for the month of December 2021.](#)
12. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Fiscal Report for the month of December 2021.](#)
13. **AGREEMENT** - [Mobile Crisis Management Team Cooperative Agreement between the County of Riverside University Health System - Behavioral Health and the City of Corona.](#)

That the City Council:

- a. Approve the Riverside University Health System - Behavioral Health Mobile Crisis Management Team Cooperative Agreement with a term beginning February 16, 2022 through June 30, 2024.
- b. Authorize the City Manager or, his designee, to execute the Riverside University Health System - Behavioral Health Mobile Crisis Management Team Cooperative Agreement.
- c. Authorize the City Manager, or his designee, to negotiate and execute any extensions, addendums, and/or amendments to this Cooperative Agreement which are either nonsubstantive or otherwise in compliance with the City Council's actions hereunder.

14. **AGREEMENT** - [Second Amendment to City Net Fiscal Year 2022 Homeless Services Agreement.](#)

That the City Council:

- a. Approve the Second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement and increase the Corona scope of services by \$356,329.31 for an increased compensation total of \$1,292,368.31 for the Corona scope of services and a new maximum contract obligation of \$1,784,628.31 for the period of February 16, 2022 through June 30, 2022.
- b. Authorize the City Manager, or his designee, to execute the Second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement.

- c. Authorize the City Manager, or his designee, to approve non-substantive amendments, including term of agreement and line-item adjustments within the approved program budget for the Second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement.

15. AGREEMENT - [Third Amendment to City of Corona Historic Civic Center lease agreement between the City of Corona and Corona Historic Preservation Society.](#)

That the City Council:

1. Approve the Third Amendment to City of Corona Historic Civic Center lease agreement between the City of Corona and Corona Historic Preservation Society.
2. Authorize the City Manager, or his designee, to execute the Third Amendment to the City of Corona Historic Civic Center Lease Agreement.

16. AGREEMENT - [Information Technology Service Agreement with Dell to renew Microsoft Azure Government Cloud Services.](#)

That the City Council:

- a. Approve the Agreement with Dell for the renewal of Microsoft Azure Government Cloud Services at an amount not to exceed \$750,000 each fiscal year for the initial contact term ending June 30, 2025.
- b. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$100,000 or 10% of the original purchase order amount as authorized in Corona Municipal Code Section [3.08.080\(I\)](#).
- c. Under Corona Municipal Code Section [3.08.140\(C\)](#), make a determination that competitive bidding has been otherwise accomplished as provided for in the "Basis for Determination of Competitive Bidding" section of this agenda report.

17. LEGISLATIVE STRATEGY - [Council consideration of support for Initiative No 21-0036, The Arts and Music in Schools - Funding Guarantee Accountability Act, a state ballot measure to permanently dedicate additional funding to Music & Arts education in California schools.](#)

That the City Council express support for Initiative No 21-0036, The Arts and Music in Schools - Funding Guarantee Accountability Act, a November 2022 state ballot measure to permanently dedicate additional funding to Music & Arts education in California.

18. **REPORT** - [Personnel Report providing employee updates and details on various recruitment transactions.](#)

That the City Council receive and file the Personnel Report.

19. **RESOLUTION** - [Resolution acknowledging the measure of compliance of the Corona Fire Department with California Health and Safety Code Section 13146.2 and 13146.3.](#)

That the City Council adopt Resolution No. 2022-010, acknowledging the City's compliance measures with California Health and Safety Code Section 13146.2 and 13146.3.

20. **RESOLUTION** - [Resolution establishing the annual assessment for County Service Area 152 to be levied for Fiscal Year 2023 and authorizing the County of Riverside to levy and collect the annual assessments to fund the costs of the National Pollutant Discharge Elimination System Permit Program.](#)

That the City Council adopt Resolution No. 2022-011, regarding County Service Area 152 and setting the Benefit Assessment Unit Rate for Fiscal Year 2023 for the City of Corona to fund the City's National Pollutant Discharge Elimination System Permit Program.

21. **RESOLUTION** - [Resolution authorizing the adoption of Caltrans' Local Assistance Procedures Manual Chapter 10.](#)

That the City Council adopt Resolution No. 2022-013, authorizing the adoption of Caltrans' Local Assistance Procedures Manual Chapter 10.

22. **RESOLUTION** - [Resolution of the City Council declaring that the property located to the south of 1400 Baldy View Circle and identified as a portion of Assessor's Parcel Number 102-380-055 is no longer necessary for the City's use and is exempt surplus land under the Surplus Land Act and approving the purchase and sale agreement for the sale of such property to the owner of contiguous land.](#)

That the City Council:

- a. Adopt Resolution 2022-012, declaring that the property identified as a portion of Assessor Parcel Number 102-380-055 is exempt surplus land and is no longer necessary for the City's use.
- b. Authorize the City Manager to enter into a Purchase and Sale Agreement for the sale of such property to the owner of contiguous land, Mr. Amir Ghadiri.
- c. Increase General Fund revenue estimates by \$27,500.

COMMUNICATIONS FROM THE PUBLIC

Persons wishing to address the City Council are requested to state their name and city of residence 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.

PUBLIC HEARINGS

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.

23. PUBLIC HEARING - [Public Hearing for the redrawing of Council Member District Boundaries.](#)

That the City Council:

- a. Receive a report from staff and the City's redistricting consultant on the redistricting process, and review draft maps and permissible criteria to be considered to redraw district boundaries.
- b. Conduct a public hearing to receive public input on district boundaries.
- c. Potentially select a preferred map.

ADMINISTRATIVE REPORTS

This portion of the agenda is for Council discussion and action on staff reports and new topics that may not be routine status reports, or documents covering previous City Council action.

24. ADMINISTRATIVE REPORT - [City of Corona's Community Based Organization Grant Program Funding Utilizing an Appropriation from the American Rescue Plan Act \(ARPA\) funds and adjustments to the ARPA funding allocations.](#)

That the City Council:

- a. Approve an equal annual allocation of \$166,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- b. Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- c. Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

- d. Provide staff with direction on whether to allocate \$150,000 in American Rescue Plan Act funding to the Woman's Improvement Club of Corona, a non-profit organization, for negative economic impacts as a result of the COVID-19 pandemic.
- e. Provide staff with direction on whether to reduce the Sixth Street Beautification Project #7673, by \$150,000 in the American Rescue Plan Act fund 413.

LEGISLATIVE MATTERS

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

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

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

A) Planning & Housing Commission

B) Parks & Recreation Commission

- 25. PARKS & RECREATION COMMISSION REPORT - [Receive and file Parks and Recreation Commission updates from the February 8, 2022 meeting:](#)**
- a. [Proposal from the YMCA to Operate City Aquatic Programming](#)
 - b. [Auburndale Park Improvements](#)
 - c. [Parks Equipment and Shade Standards](#)
 - d. [Developer Impact Fee Balance/Bond Repayment for December 2021](#)
 - e. [January Recreation Report](#)

C) Regional Meetings

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

FUTURE AGENDA ITEMS

This portion of the agenda is for items requested by the Mayor or Council Members for consideration at a future meeting. No immediate action is taken on Future Agenda items; this section serves to highlight topics that will be considered at upcoming meetings. Council action on items that have appeared in this section takes place under Administrative Reports, when accompanied by a staff report.

1. Draft Agendas (T. Daddario) 3/9/2022
2. Corona Municipal Airport Update (T. Daddario) 3/23/2022
3. Historic Preservation Code Revisions (W. Speake) 5/4/2022
4. Infill Fees in Historic Districts (W. Speake) 5/25/2022
5. Council Code of Conduct (W. Speake) TBD
6. Federal Lobbyist (W. Speake) TBD
7. Historic Flag Display (T. Richins) TBD
8. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

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, March 2, 2022 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

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

Study Session Minutes - Draft

Wednesday, January 26, 2022

Council Chambers 4:00 PM



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

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

Rollcall

Present: 5 - Jacque Casillas, Wes Speake, Tony Daddario, Tom Richins and Jim Steiner

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Daddario.

CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 4:04 p.m.

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS**1. City User Fee Study Update and Proposed Fee Changes.**

Kim Sitton, Finance Director, and Luis Navarro, Financial Analyst, Diana Hancock, MGT consulting Group, and Ruben Rivas, MGT consulting Group, provided a presentation. They provided an overview of the following: Comprehensive User Fee Study, User Fees, Types of Fees, Legan, Economics and Policy Considerations, User Fee Study Background/Project History, User Fee Study Objectives, User Fee Study Methodology, User Fee Study Results, and User Fee Study Process.

The Council had inquiries and Joanne Coletta, Community Development Director, Ms. Sitton, Mr. Rivas, and Tom Moody, General Manager, provided clarification.

Joe Morgan, resident, addressed the Council to express concerns with disconnection fees.

Tony Findldi, resident, addressed the Council to express concerns with grading fees.

The Council agreed that this item be brought back to a future Study Session meeting and addresses the Council's feedback.

2. Overlook Area Paving Options.

Savat Khamphou, Public Works Director, provided a presentation. He provided an overview of the following: History, List of Unpaved Streets/Properties, Existing and Recent Improvements, Desired Scope of Work, Funding Options, Preliminary Cost Estimate, Development Impact Fees, Community Facilities District, Assessment District, Builder Constructed, and Paving Options.

The Council discussed the presentation and had inquiries and Mr. Khamphou, Jacob

Ellis, City Manager, and Roger Bradley, Assistant City Manager, provided clarification.

Tony Findldi, resident, addressed the Council to express his support for the proposed item.

Joe Morgan, resident, addressed the Council to provide comments regarding the proposed item.

Mayor Speake proposed more public outreach and to present this item at a future Council meeting. The Council agreed, by majority vote.

ADJOURNMENT

The next scheduled meeting of the Council is February 2, 2022. Mayor Speake adjourned the meeting at 5:42 p.m.

City of Corona

400 S. Vicentia Ave.
Corona, CA 92882

City Council Minutes - Draft

Wednesday, February 2, 2022

Closed Session Council Board Room 4:30 PM
Open Session Council Chambers 6:30 PM



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

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

CONVENE CLOSED SESSION

Closed session convened at 4:30 p.m. for the purposes listed below. Present were Vice Mayor Daddario, Council Member Richins, and Council Member Steiner. Mayor Speake and Council Member Casillas were present via video conference. Closed session adjourned at 6:00 p.m.

CITY COUNCIL

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Employee Organizations: Corona General Employees Association, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Management/Confidential Group Employees
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Jacob Ellis, City Manager
Unrepresented Employee Group: Executive Group Employees
4. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Wes Speake, Mayor
Unrepresented Employees: Jacob Ellis, City Manager and Dean Derleth, City Attorney/LRM Director

Rollcall

Present: 5 - Wes Speake, Tony Daddario, Jacque Casillas, Tom Richins, and Jim Steiner

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Officer Castañeda.

CONVENE OPEN SESSION

Vice Mayor Daddario called the meeting to order at 6:32 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

The following item was take out of order.

6. Presentation: Covid-19 Update.

Brian Young, Fire Chief, provided an update.

5. Presentation: Corona Mall Revitalization Update from LAB Holding.

Shaheen Sadeghi, CEO LAB Holdings LLC, provided an update.

The following residents addressed the Council regarding the update: Joe Morgan, Woody Harpole, Dean Seif, and Sam Ihami.

The Council provided comments and had inquiries and Mr. Sadeghi provided clarification.

The following item was taken out of order.

PUBLIC HEARINGS

5. Public Hearing for the redrawing of Council Member District Boundaries.

Vice Mayor Daddario opened the Public Hearing. Sylvia Edwards, City Clerk, stated that there was one written comment received and will be maintained with the minutes. Jeremy Holm from Best, Best and Krieger, provided a report. Joe Morgan, resident, addressed the Council regarding the proposed item. Council Member Casillas and Mayor Speake provided comments regarding the proposed item. Vice Mayor Daddario closed the Public Hearing.

A motion was made by Council Member Richins, seconded by Council Member Steiner, that this Public Hearing be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

MEETING MINUTES

A motion was made by Council Member Steiner, seconded by Council Member Richins, that these Minutes be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

7. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Committee of the Whole Meeting of January 12, 2022.

These Minutes were approved.

8. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of January 19, 2022.

These Minutes were approved.

CONSENT CALENDAR

A motion was made by Council Member Richins, seconded by Council Member Steiner, that the Consent Calendar be approved. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

9. First Amendment to the Maintenance/General Services Agreement with Augustine General Engineering.

This Agreement was approved.

10. Fiscal Year 2022 Quarter 2 Budgetary Adjustments.

This Budgetary was approved.

11. Extension of time for Tentative Tract Map 35851 located on the north side of Corona Avenue and west of Interstate 15.

This Extension of Time was approved.

12. Acceptance of the Fiscal Year 2020 U.S. Department of Homeland Security Program Grant award.

This Grant was approved.

13. Personnel Report providing employee updates and details on various recruitment transactions.

This Report was received and filed.

14. Resolution of the City Council declaring that the property located near the intersection of West Chase Drive and South Main Street and identified as Assessor Parcel Number 113-340-014 is surplus land and is no longer necessary for the City's use.

This Resolution was adopted.

COMMUNICATIONS FROM THE PUBLIC

Eugene Fizek, resident, addressed the Council to express concerns with rent at his mobile home park and requested rent stabilization.

Joe Morgan, resident, addressed the Council to request rent stabilization.

ADMINISTRATIVE REPORTS

16. Fiscal Year 2022 Quarter 2 Update.

Jacob Ellis, City Manager, and Kim Sitton, Finance Director, provided an update.

The Council provided comments on the update.

17. City of Corona's Community Based Organization Grant Program Funding Utilizing an Appropriation from the American Rescue Plan Act (ARPA) Funds and adjustments to the ARPA funding allocations.

Council Member Richins made a motion to have this item be continued to the next City Council meeting and the Council agreed, by majority vote. Council Member Casillas noted she is a member of the Woman's Improvement Club.

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

A motion was made that this Administrative Report be continued to the City Council meeting of February 16, 2022. The motion carried by the following vote:

Aye: 5 - Speake, Daddario, Casillas, Richins, and Steiner

LEGISLATIVE MATTERS

None.

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

A) Planning & Housing Commission

None.

B) Parks & Recreation Commission

None.

C) Regional Meetings

18. Update from Council Member Jim Steiner on the Riverside Transit Agency (RTA) Board Meeting of January 27, 2022.

Council Member Steiner provided an update.

CITY ATTORNEY'S REPORTS AND COMMENTS

None.

CITY MANAGER'S REPORTS AND COMMENTS

None.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Richins provided a brief overview and thanked a few residents for their outreach. He also expressed looking forward to the LAB Holdings presentation and acknowledged the passing of his father in law.

Council Member Steiner gave his condolences to Council Member Richins. He also acknowledged the retirement of Michele Lathrop.

Vice Mayor Daddario thanked Officer Castañeda for leading the Pledge of Allegiance. He also thanked Mayor Speake and Council Member Casillas for attending the meeting virtually.

- 19.** City Council appointment of Southern California Association of Governments (SCAG) General Assembly Delegate and Alternate for the SCAG General Assembly on May 5, 2022.

The Council unanimously nominated Mayor Speake as the Delegate and Vice Mayor Daddario as the alternate.

FUTURE AGENDA ITEMS

1. Draft Agendas (T. Daddario) 2/9/2022
2. Corona Municipal Airport Update (T. Daddario) 2/23/2022
3. Historic Preservation Code Revisions (W. Speake) 3/2/2022
5. Infill Fees in Historic Districts (W. Speake) TBD
4. Council Code of Conduct (W. Speake) TBD
6. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

ADJOURNMENT

The next scheduled meeting of the Council is the Committee of the Whole on February 9, 2022. Vice Mayor Daddario adjourned the meeting at 9:17 p.m.



City of Corona Investment Portfolio Report Month Ending December 31, 2021

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending December 31, 2021 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:
Chad Willardson

Chad T. Willardson
City Treasurer

DocuSigned by:
Kim Sitten

Kim Sitten
Finance Director

DocuSigned by:
Roger Bradley

Roger Bradley
Assistant City Manager

REVIEWED BY:

DocuSigned by:
Christine Thompson

Christine Thompson
Accounting Manager

Beginning balance November 30, 2021		\$	380,350,515
Acquisitions / Additions:			
Agency Notes	\$	4,297,205	
US Corporate Notes	\$	6,244,866	
LAIF	\$	22,000,000	
Money Market Fund	\$	3,585,931	\$ 36,128,002
Dispositions / Withdrawals:			
Agency Notes	\$	5,174,225	
US Corporate Notes	\$	4,837,080	
LAIF	\$	15,100,000	
Money Market Fund	\$	3,460,922	\$ 28,572,227
Gain/(Loss) on Dispositions		\$	149,636
Ending balance, December 31, 2021		\$	388,055,926

City of Corona Consolidated

Account #10003

Portfolio Summary

As of December 31, 2021



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.03
Average Coupon	1.32%
Average Purchase YTM	1.23%
Average Market YTM	0.81%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.25 yrs
Average Life	2.08 yrs

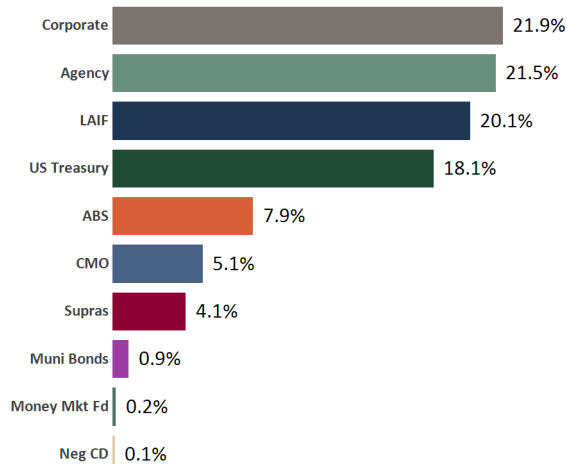
ACCOUNT SUMMARY

	Beg. Values as of 11/30/21	End Values as of 12/31/21
Market Value	382,396,366	389,063,237
Accrued Interest	1,265,323	1,037,449
Total Market Value	383,661,689	390,100,687
Income Earned	430,663	427,902
Cont/WD		6,900,000
Par	379,185,653	386,915,368
Book Value	380,350,515	388,055,926
Cost Value	380,350,515	388,055,926

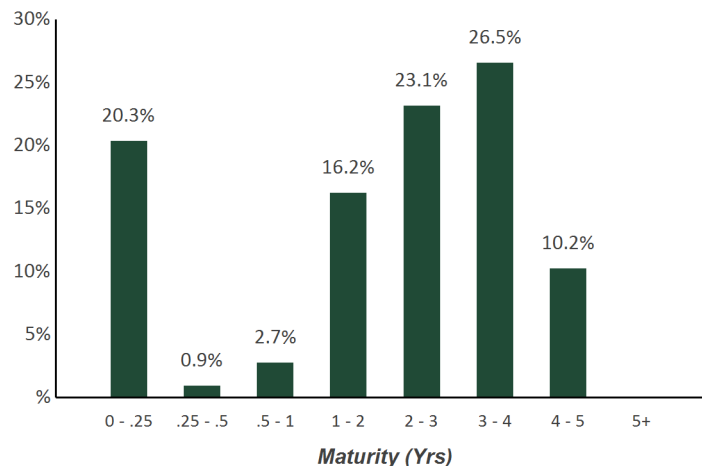
TOP ISSUERS

Local Agency Investment Fund	20.1%
Government of United States	18.1%
Federal Home Loan Mortgage Corp	11.2%
Federal National Mortgage Assoc	9.5%
Federal Home Loan Bank	6.0%
Inter-American Dev Bank	2.6%
Intl Bank Recon and Development	1.6%
JP Morgan Chase & Co	1.5%
Total	70.4%

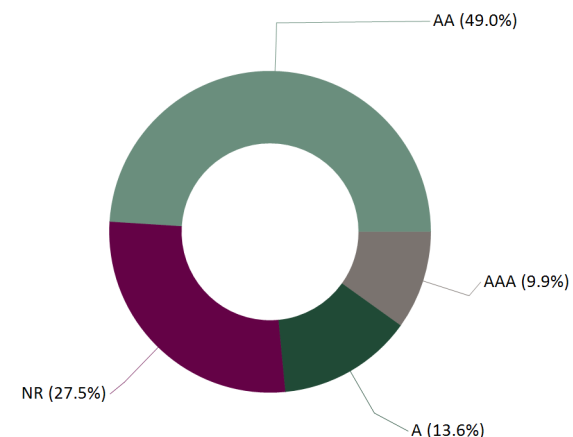
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of December 31, 2021



City of Corona Consolidated

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

Category	Standard	Comment
U.S. Treasury Issues	No limitations	Complies
Federal Agencies	75% maximum; Federal agency or US government-sponsored enterprise obligations, participations, or other instruments, including those issued or fully guaranteed as to principal or interest by federal agencies or US government-sponsored enterprises.	Complies
Municipal Securities	"A" rated or better by a NRSRO; 25% maximum; 5% max per issuer; Bonds issued by the City, including Bonds payable solely out of revenue from a revenue producing property owned, controlled or operated by the City; Bonds, Notes or other evidence of indebtedness of any local agency within California, or state warrants, or Treasury Notes or Bonds of California; Bonds, Notes or other evidence of indebtedness in any of the other 49 states, in addition to California.	Complies
Supranationals	"AA" rated or better by a NRSRO; 10% max per issuer; Washington D.C. based issuers: IADB, IBRD, and IFC	Complies
Banker's Acceptances	20% maximum; 5% per issuer; 25% max per institution; 180 days max maturity	Complies
Commercial Paper	"A-1/P-1" rating for issuer's Commercial Paper; "A2/A" or higher rating on long term debt; 25% maximum; 5% max per issuer; 10% max of the issuer's outstanding paper; 270 days max maturity; U.S. domiciled corporations with assets > \$500 million	Complies
Corporate Medium Term Notes	"A" rated or better by NRSRO; 30% maximum; 5% max per issuer; Issued by corporations; U.S. domiciled corporations or U.S. licensed depository	Complies
Negotiable Certificates of Deposit	"A-1/P-1" or better short term debt rating; and "A2/A" or better long term debt rating; 20% maximum; 5% max per issuer; 3 years max maturity; May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Federal Association; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	Complies
Mutual Funds and Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered investment adviser with AUM >\$500 million and experience > 5 years; 20% maximum; 10% max per one Mutual Fund; 20% maximum in Money Market Mutual Funds; 20% maximum in Mutual Funds and Money Market Mutual Fund	Complies
Asset-Backed, Mortgage-Backed Pass Through Securities, Collateralized Mortgage Obligations (Non-Government Issued)	"AA" or rating category or better by a NRSRO; 15% maximum; 5% max per issuer; Non-Government issued	Complies
Repurchase Agreements	10% maximum; 5% max per issuer; 14 days max maturity; 102% collateral or greater with securities permitted in the policy; Not used by investment adviser	Complies
Local Agency Investment Fund (LAIF)	Limit set by LAIF; State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities; Not used by investment adviser	Complies
Prohibited	Reverse Repurchase Agreements, Zero coupon bonds, Futures and Option Contracts; Zero coupon bonds	Complies
Max Per Issuer	5% per issuer (except US Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF)	Complies
Maximum maturity	5 years	Complies

City of Corona Consolidated

Account #10003

Holdings Report

As of December 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	468,364.86	01/21/2020 1.85%	468,303.13 468,303.13	100.27 0.51%	469,612.59 383.02	0.12% 1,309.46	Aaa / AAA NR	0.96 0.20
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	487,062.48	08/27/2019 1.90%	497,203.28 497,203.28	100.55 0.36%	489,721.83 629.93	0.13% (7,481.45)	Aaa / NR AAA	1.54 0.22
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,064,289.92	08/20/2019 1.79%	1,064,281.08 1,064,281.08	100.57 0.35%	1,070,363.82 841.97	0.27% 6,082.74	Aaa / AAA NR	1.62 0.40
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	99.88 0.54%	973,829.03 173.33	0.25% (1,121.54)	NR / AAA AAA	1.87 0.86
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	438,026.90	07/16/2019 2.23%	437,933.91 437,933.91	100.66 0.63%	440,912.18 430.24	0.11% 2,978.27	Aaa / NR AAA	1.96 0.42
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,088,911.16	10/01/2019 1.95%	1,088,827.20 1,088,827.20	100.69 0.48%	1,096,372.38 645.48	0.28% 7,545.18	NR / AAA AAA	2.31 0.47
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	99.37 0.73%	1,888,106.00 278.67	0.48% (11,609.00)	Aaa / AAA NR	2.46 1.56
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,412,922.58	10/16/2019 1.94%	1,412,847.98 1,412,847.98	100.81 0.38%	1,424,327.69 1,211.97	0.37% 11,479.71	Aaa / AAA NR	2.54 0.52
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	928,730.73	05/18/2020 0.83%	928,657.64 928,657.64	100.18 0.57%	930,390.36 338.47	0.24% 1,732.72	Aaa / AAA NR	2.54 0.71
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,796,644.13	Various 1.00%	1,800,516.12 1,800,516.12	100.35 0.58%	1,802,964.73 878.36	0.46% 2,448.61	Aaa / NR AAA	2.62 0.68
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29 1,624,761.29	99.72 0.65%	1,620,458.13 217.12	0.42% (4,303.16)	NR / AAA AAA	2.80 0.99
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83 2,144,970.83	99.04 0.91%	2,124,440.17 255.61	0.54% (20,530.66)	NR / AAA AAA	2.81 1.84
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22 739,887.22	99.85 0.69%	738,867.06 167.73	0.19% (1,020.16)	Aaa / NR AAA	2.88 0.83
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96 949,901.96	99.24 0.80%	942,748.66 52.25	0.24% (7,153.30)	Aaa / NR AAA	2.99 1.64

City of Corona Consolidated

Account #10003

Holdings Report

As of December 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67 1,289,759.67	99.74 0.64%	1,286,679.54 200.67	0.33% (3,080.13)	NR / AAA AAA	3.04 0.90
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	99.73 0.71%	2,253,999.70 324.56	0.58% (5,525.70)	Aaa / NR AAA	3.14 1.11
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	99.47 0.71%	765,892.05 57.75	0.20% (4,093.86)	Aaa / NR AAA	3.31 1.21
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	99.57 0.73%	1,632,962.76 276.98	0.42% (6,659.55)	NR / AAA AAA	3.37 1.21
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	99.50 0.67%	2,810,804.38 326.44	0.72% (13,671.30)	Aaa / NR AAA	3.37 1.23
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	99.25 0.84%	1,329,996.91 226.31	0.34% (9,862.12)	NR / AAA AAA	3.71 1.62
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021 0.89%	1,024,783.93 1,024,783.93	99.76 0.99%	1,022,526.68 250.56	0.26% (2,257.25)	Aaa / NR AAA	4.06 2.13
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	98.86 1.02%	1,275,300.45 298.13	0.33% (14,584.48)	Aaa / NR AAA	4.21 2.30
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021 0.71%	954,979.66 954,979.66	99.39 1.37%	949,129.62 301.36	0.24% (5,850.04)	NR / AAA AAA	4.29 0.94
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021 0.75%	729,837.06 729,837.06	99.31 1.05%	724,995.12 240.09	0.19% (4,841.94)	NR / AAA AAA	4.37 2.19
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11 779,980.11	99.25 1.06%	774,141.42 221.00	0.20% (5,838.69)	Aaa / AAA NR	4.71 1.98
Total ABS		30,924,952.76	0.72%	30,935,450.90 30,935,450.90	0.72%	30,839,543.26 9,228.00	7.91% (95,907.64)	Aaa / AAA AAA	3.01 1.19

City of Corona Consolidated

Holdings Report



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As of December 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	102.05 0.41%	5,612,964.50 58,781.25	1.45% 194,034.50	Aaa / AA+ AAA	1.05 1.03
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	103.15 0.59%	4,693,152.10 4,170.84	1.20% 165,184.60	Aaa / AA+ AAA	1.47 1.44
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00 3,602,165.00	105.07 0.73%	3,677,569.00 7,546.88	0.94% 75,404.00	Aaa / AA+ AAA	1.94 1.88
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00 1,045,410.00	105.23 0.83%	1,052,262.00 10,201.39	0.27% 6,852.00	Aaa / AA+ NR	2.19 2.10
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00 4,000,280.00	103.34 0.83%	4,133,728.00 29,819.44	1.07% 133,448.00	Aaa / AA+ NR	2.19 2.12
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	104.87 0.87%	5,767,663.00 7,467.02	1.48% 27,662.60	Aaa / AA+ NR	2.45 2.37
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	105.11 0.95%	4,204,204.00 34,500.00	1.09% (2,556.00)	Aaa / AA+ AAA	2.70 2.59
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	101.88 0.94%	3,565,884.00 12,006.94	0.92% 1,609.00	Aaa / AA+ AAA	2.79 2.72
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	100.08 0.97%	4,303,642.10 1,075.00	1.10% 6,437.10	Aaa / AA+ AAA	2.97 2.92
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	101.83 1.01%	4,297,116.28 33,144.58	1.11% 14,238.08	Aaa / AA+ AAA	3.02 2.92
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	101.46 1.02%	6,671,271.15 38,080.21	1.72% 101,333.90	Aaa / AA+ AAA	3.12 3.02
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	98.64 1.04%	5,198,285.84 6,313.02	1.33% (60,857.96)	Aaa / AA+ AAA	3.31 3.26
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	98.03 1.08%	6,077,655.40 1,205.55	1.56% (119,076.50)	Aaa / AA+ AAA	3.46 3.42
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	97.48 1.10%	6,141,208.50 10,500.00	1.58% (136,691.10)	Aaa / AA+ AAA	3.56 3.51
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	97.29 1.14%	6,114,619.94 8,249.06	1.57% (145,819.26)	Aaa / AA+ AAA	3.65 3.60
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	97.32 1.11%	6,125,979.25 6,426.14	1.57% (150,366.80)	Aaa / AA+ AAA	3.73 3.68

City of Corona Consolidated

Holdings Report



Account #10003

As of December 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	97.59 1.14%	6,148,270.80 4,725.00	1.58% (131,624.20)	Aaa / AA+ AAA	3.85 3.79
Total Agency		83,295,000.00	1.32%	83,806,263.90	0.95%	83,785,475.86 274,212.32	21.55% (20,788.04)	Aaa / AA+ AAA	2.89 2.83
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,420,426.76	Various 2.22%	3,540,548.47 3,540,548.47	100.87 0.66%	3,450,205.17 8,807.59	0.89% (90,343.30)	Aaa / NR NR	0.65 0.44
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	103.64 0.88%	3,989,970.60 11,328.63	1.03% 58,308.49	NR / NR AAA	1.56 1.43
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	102.99 0.83%	3,450,027.65 1,708.50	0.88% (8,847.35)	Aaa / NR NR	1.56 1.41
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	104.12 0.92%	3,904,627.50 2,204.38	1.00% 66,717.34	Aaa / NR AAA	1.82 1.63
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,296,791.88	04/22/2019 2.72%	3,320,358.80 3,320,358.80	103.54 1.14%	3,413,574.14 7,980.98	0.88% 93,215.34	NR / AAA NR	2.32 2.07
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	105.21 1.44%	1,578,112.50 3,316.25	0.41% (8,313.28)	NR / NR AAA	4.65 4.28
Total CMO		19,167,218.64	2.53%	19,675,780.32	0.93%	19,786,517.56 35,346.33	5.08% 110,737.24	Aaa / AAA AAA	1.83 1.63
CORPORATE									
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	07/26/2021 0.43%	3,070,320.00 3,070,320.00	100.98 0.50%	3,029,418.00 2,795.83	0.78% (40,902.00)	A3 / A- A	0.47 0.39
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	100.97 0.48%	3,079,478.25 31,758.13	0.80% 29,752.75	A2 / A A+	0.57 0.49
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	101.85 0.75%	2,291,735.25 25,837.50	0.59% 18,342.75	A2 / A A	1.07 0.97

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00 1,454,530.00	102.47 0.69%	1,537,093.50 13,416.66	0.40% 82,563.50	A2 / A A	1.18 1.16
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	102.11 0.71%	2,552,755.00 20,243.06	0.66% 127,530.00	Aa2 / AA A+	1.20 1.02
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85 2,112,644.85	102.39 0.60%	2,268,004.95 8,564.67	0.58% 155,360.10	Aaa / AA+ NR	1.34 1.32
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00 2,982,300.00	102.97 0.76%	3,089,085.00 1,861.41	0.79% 106,785.00	Aa2 / AA- NR	1.48 1.21
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00 2,056,900.00	104.03 0.51%	2,080,672.00 944.44	0.53% 23,772.00	Aa2 / AA AA	1.48 1.38
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	104.09 0.76%	968,074.20 14,883.88	0.25% 39,683.10	A3 / A- NR	1.53 1.48
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00 1,904,461.00	104.22 0.76%	1,990,525.60 30,082.50	0.52% 86,064.60	Aa2 / AA- AA	1.55 1.49
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00 2,299,057.00	104.03 0.87%	2,392,604.90 30,845.56	0.62% 93,547.90	A1 / A+ NR	1.61 1.55
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20 3,339,580.20	104.20 0.82%	3,390,707.05 43,657.83	0.88% 51,126.85	A1 / A AA-	1.61 1.56
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	104.84 0.87%	2,369,463.10 18,433.13	0.61% 111,316.30	A3 / A- NR	1.78 1.72
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	99.05 0.92%	2,119,650.74 4,387.00	0.54% (18,829.86)	A2 / A A	2.05 2.02
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 2.91%	2,570,550.00 2,570,550.00	102.98 1.00%	2,625,979.80 29,169.17	0.68% 55,429.80	A2 / A- AA-	2.18 1.15
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20 1,286,078.20	104.52 1.16%	1,327,376.06 12,611.81	0.34% 41,297.86	A1 / A AA-	2.19 2.11
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	99.57 0.95%	1,767,383.48 3,808.85	0.45% (6,729.02)	A2 / A A	2.21 2.18

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	99.09 0.99%	3,071,762.11 9,095.49	0.79% (4,430.49)	A2 / A+ NR	2.54 2.50
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	102.43 1.20%	732,409.54 5,807.39	0.19% 18,989.69	A1 / A+ NR	2.62 2.53
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	102.74 1.26%	3,698,668.80 13,500.00	0.95% 100,540.80	A2 / A AA-	2.84 2.74
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	102.92 1.11%	2,668,772.65 8,207.57	0.69% 44,288.44	A2 / A A	2.86 2.76
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	99.84 1.21%	1,971,812.35 1,451.08	0.51% (1,153.40)	Aa3 / AA- AA-	2.93 2.87
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	102.31 1.25%	4,240,828.26 37,765.56	1.10% 104,657.11	A1 / AA- AA-	3.06 2.86
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	101.52 1.38%	2,802,956.16 8,513.08	0.72% (59,703.86)	A2 / A- AA-	3.33 3.22
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65 3,299,268.65	98.85 1.10%	3,257,153.63 2,262.57	0.84% (42,115.02)	A2 / A- AA-	3.42 3.36
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20 1,565,968.20	99.05 1.16%	1,550,069.90 336.99	0.40% (15,898.30)	A2 / A- AA-	3.48 3.41
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	97.43 1.55%	2,922,927.00 1,531.26	0.75% (46,773.00)	Aa2 / AA+ NR	3.95 3.85
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	97.17 1.53%	1,817,006.07 6,939.78	0.47% (3,382.83)	Aaa / AA+ AAA	4.04 3.93
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00 1,037,330.00	101.54 1.60%	1,015,394.00 3,992.42	0.26% (21,936.00)	A2 / A- AA-	4.31 3.18
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	99.07 1.22%	4,819,911.18 6,621.81	1.24% (24,072.02)	A1 / AA AA-	4.36 4.25
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	98.97 1.39%	796,736.68 1,182.90	0.20% (10,868.37)	A3 / A+ A	4.37 4.24

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CORPORATE									
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	98.54 1.46%	3,276,395.15 1,350.78	0.84% (47,141.85)	A1 / A+ A+	4.47 4.33
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.24%	3,007,920.00 3,007,920.00	98.98 1.53%	2,969,451.00 1,319.00	0.76% (38,469.00)	A2 / A- AA-	4.47 4.32
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	98.04 1.65%	2,227,377.92 12,496.00	0.57% (43,992.00)	Aa3 / AA+ AA+	4.54 4.37
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	97.89 1.72%	1,678,863.24 6,371.70	0.43% (34,558.96)	Aa3 / AA- AA-	4.71 4.52
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	98.94 1.28%	776,649.17 2,381.17	0.20% (6,867.18)	Aa2 / AA AA	4.72 4.56
Total Corporate		84,290,000.00	1.91%	84,351,926.30 84,351,926.30	1.06%	85,175,151.69 424,427.98	21.94% 823,225.39	A1 / A+ AA-	2.65 2.51
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	78,373,420.92	Various 0.22%	78,373,420.92 78,373,420.92	1.00 0.22%	78,373,420.92 36,647.51	20.10% 0.00	NR / NR NR	0.00 0.00
Total LAIF		78,373,420.92	0.22%	78,373,420.92 78,373,420.92	0.22%	78,373,420.92 36,647.51	20.10% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	769,775.19	Various 0.03%	769,775.19 769,775.19	1.00 0.03%	769,775.19 0.00	0.20% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		769,775.19	0.03%	769,775.19 769,775.19	0.03%	769,775.19 0.00	0.20% 0.00	Aaa / AAA AAA	0.00 0.00

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MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	103.86 0.97%	3,515,661.00 20,310.00	0.91% 52,907.55	Aa2 / AA- AA	2.75 2.65
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45	0.97%	3,515,661.00 20,310.00	0.91% 52,907.55	Aa2 / AA- AA	2.75 2.65
NEGOTIABLE CD									
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.00 0.23%	500,019.00 826.67	0.13% 19.02	P-1 / A-1 F-1+	0.32 0.32
Total Negotiable CD		500,000.00	0.24%	499,999.98	0.23%	500,019.00 826.67	0.13% 19.02	Aaa / AA AAA	0.32 0.32
SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	100.95 0.40%	3,634,063.20 18,725.00	0.94% 121,490.20	Aaa / AAA AAA	0.70 0.70
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	97.46 1.18%	6,140,099.71 5,512.51	1.58% (132,261.14)	Aaa / AAA AAA	3.83 3.77
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	98.44 1.25%	6,290,015.67 11,027.19	1.62% (70,718.13)	Aaa / AAA AAA	4.30 4.20
Total Supranational		16,290,000.00	1.11%	16,145,667.65	1.03%	16,064,178.58 35,264.70	4.13% (81,489.07)	Aaa / AAA AAA	3.31 3.24
US TREASURY									
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94 4,909,960.94	101.69 0.69%	5,084,570.00 13,915.75	1.31% 174,609.06	Aaa / AA+ AAA	1.83 1.80
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	103.01 0.73%	4,635,526.50 279.70	1.19% 47,108.53	Aaa / AA+ AAA	2.00 1.96
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	104.17 0.77%	5,208,400.00 51,936.14	1.35% 86,603.12	Aaa / AA+ AAA	2.13 2.05

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	98.82 0.79%	2,865,788.70 2,162.98	0.74% (27,187.86)	Aaa / AA+ AAA	2.21 2.19
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	102.73 0.82%	4,931,064.00 16,441.98	1.27% 97,782.75	Aaa / AA+ AAA	2.33 2.27
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	102.81 0.86%	5,037,812.50 270.72	1.29% 95,558.59	Aaa / AA+ AAA	2.50 2.44
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	103.86 0.89%	5,192,775.00 44,853.94	1.34% 52,540.62	Aaa / AA+ AAA	2.62 2.53
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	103.68 0.93%	4,147,188.00 15,414.36	1.07% 56,719.25	Aaa / AA+ AAA	2.84 2.74
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	100.38 1.00%	7,026,796.00 26,757.60	1.81% (81,211.81)	Aaa / AA+ AAA	3.16 3.09
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	97.04 1.10%	5,822,112.00 6,277.17	1.49% (56,950.50)	Aaa / AA+ AAA	3.58 3.55
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	96.88 1.10%	3,100,000.00 2,043.96	0.80% (30,375.00)	Aaa / AA+ AAA	3.75 3.71
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	96.69 1.13%	5,801,484.00 2,569.06	1.49% (121,641.00)	Aaa / AA+ AAA	3.84 3.79
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	97.02 1.15%	3,686,889.20 1,252.75	0.95% (44,977.99)	Aaa / AA+ AAA	3.92 3.87
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	97.82 1.23%	1,535,778.71 4,000.90	0.39% (23,120.90)	Aaa / AA+ AAA	4.67 4.55
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	98.28 1.25%	3,076,079.49 6,997.36	0.79% (7,092.78)	Aaa / AA+ AAA	4.75 4.62
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	99.40 1.25%	3,101,230.08 6,011.60	0.80% 242.58	Aaa / AA+ AAA	4.84 4.68
Total US Treasury		69,920,000.00	1.31%	70,034,887.52 70,034,887.52	0.96%	70,253,494.18 201,185.97	18.06% 218,606.66	Aaa / AA+ AAA	3.04 2.97
TOTAL PORTFOLIO		386,915,367.51	1.23%	388,055,926.13 388,055,926.13	0.81%	389,063,237.24 1,037,449.48	100.00% 1,007,311.11	Aa1 / AA AAA	2.25 2.03
TOTAL MARKET VALUE PLUS ACCRUED						390,100,686.72			

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Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2021	60934N807	13,575.40	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	13,575.40	0.00	13,575.40	0.00
Purchase	12/02/2021	60934N807	29.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	29.70	0.00	29.70	0.00
Purchase	12/02/2021	79466LAG9	630,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	99.250	0.92%	625,275.00	1,531.25	626,806.25	0.00
Purchase	12/06/2021	60934N807	190,062.82	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	190,062.82	0.00	190,062.82	0.00
Purchase	12/06/2021	60934N807	2,020,931.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	2,020,931.67	0.00	2,020,931.67	0.00
Purchase	12/06/2021	79466LAG9	1,845,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	98.983	1.02%	1,826,236.35	4,612.50	1,830,848.85	0.00
Purchase	12/08/2021	60934N807	1,644,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,644,500.00	0.00	1,644,500.00	0.00
Purchase	12/08/2021	60934N807	59,062.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	59,062.50	0.00	59,062.50	0.00
Purchase	12/08/2021	66815L2A6	1,870,000.00	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	97.347	1.47%	1,820,388.90	5,984.00	1,826,372.90	0.00
Purchase	12/08/2021	74153WCQ0	1,975,000.00	Prcoa Global Funding Note 1.15% Due 12/6/2024	99.897	1.19%	1,972,965.75	0.00	1,972,965.75	0.00
Purchase	12/10/2021	60934N807	13,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	13,125.00	0.00	13,125.00	0.00
Purchase	12/14/2021	60934N807	79,062.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	79,062.50	0.00	79,062.50	0.00
Purchase	12/15/2021	60934N807	420.16	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	420.16	0.00	420.16	0.00
Purchase	12/15/2021	60934N807	314.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	314.50	0.00	314.50	0.00
Purchase	12/15/2021	60934N807	559.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	559.00	0.00	559.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/15/2021	60934N807	325.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	325.00	0.00	325.00	0.00
Purchase	12/15/2021	60934N807	376.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	376.25	0.00	376.25	0.00
Purchase	12/15/2021	60934N807	565.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	565.04	0.00	565.04	0.00
Purchase	12/15/2021	60934N807	612.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	612.08	0.00	612.08	0.00
Purchase	12/15/2021	60934N807	519.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	519.33	0.00	519.33	0.00
Purchase	12/15/2021	60934N807	522.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	522.50	0.00	522.50	0.00
Purchase	12/15/2021	60934N807	424.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	424.33	0.00	424.33	0.00
Purchase	12/15/2021	60934N807	51,938.94	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	51,938.94	0.00	51,938.94	0.00
Purchase	12/15/2021	60934N807	125,869.12	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	125,869.12	0.00	125,869.12	0.00
Purchase	12/15/2021	60934N807	37,146.96	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	37,146.96	0.00	37,146.96	0.00
Purchase	12/15/2021	60934N807	106,663.03	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	106,663.03	0.00	106,663.03	0.00
Purchase	12/15/2021	60934N807	127,371.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	127,371.70	0.00	127,371.70	0.00
Purchase	12/15/2021	60934N807	116,190.24	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	116,190.24	0.00	116,190.24	0.00
Purchase	12/15/2021	60934N807	129,151.11	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	129,151.11	0.00	129,151.11	0.00
Purchase	12/16/2021	60934N807	442.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	442.00	0.00	442.00	0.00
Purchase	12/17/2021	60934N807	15,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	15,500.00	0.00	15,500.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/18/2021	60934N807	18,703.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	18,703.13	0.00	18,703.13	0.00
Purchase	12/19/2021	60934N807	82,347.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	82,347.50	0.00	82,347.50	0.00
Purchase	12/20/2021	60934N807	45,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	45,750.00	0.00	45,750.00	0.00
Purchase	12/20/2021	60934N807	697.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	697.13	0.00	697.13	0.00
Purchase	12/20/2021	60934N807	501.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	501.04	0.00	501.04	0.00
Purchase	12/20/2021	60934N807	885.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	885.17	0.00	885.17	0.00
Purchase	12/20/2021	60934N807	145,356.51	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	145,356.51	0.00	145,356.51	0.00
Purchase	12/21/2021	60934N807	676.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	676.50	0.00	676.50	0.00
Purchase	12/21/2021	60934N807	173.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	173.25	0.00	173.25	0.00
Purchase	12/22/2021	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	99.935	1.02%	4,297,205.00	0.00	4,297,205.00	0.00
Purchase	12/23/2021	60934N807	7,582.43	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	7,582.43	0.00	7,582.43	0.00
Purchase	12/24/2021	60934N807	47,865.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	47,865.00	0.00	47,865.00	0.00
Purchase	12/26/2021	60934N807	34,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	34,000.00	0.00	34,000.00	0.00
Purchase	12/27/2021	60934N807	261.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	261.25	0.00	261.25	0.00
Purchase	12/27/2021	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	8,542.50	0.00	8,542.50	0.00
Purchase	12/27/2021	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,328.63	0.00	11,328.63	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/27/2021	60934N807	3,316.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	3,316.25	0.00	3,316.25	0.00
Purchase	12/27/2021	60934N807	11,021.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,021.88	0.00	11,021.88	0.00
Purchase	12/27/2021	60934N807	292,993.74	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	292,993.74	0.00	292,993.74	0.00
Purchase	12/27/2021	60934N807	12,009.43	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	12,009.43	0.00	12,009.43	0.00
Purchase	12/31/2021	60934N807	99,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	99,625.00	0.00	99,625.00	0.00
Subtotal			16,178,897.22				16,100,968.22	12,127.75	16,113,095.97	0.00
Security Contribution	12/06/2021	90LAIF\$00	800,000.00	Local Agency Investment Fund State Pool	1.000		800,000.00	0.00	800,000.00	0.00
Security Contribution	12/07/2021	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	12/13/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Contribution	12/15/2021	90LAIF\$00	8,300,000.00	Local Agency Investment Fund State Pool	1.000		8,300,000.00	0.00	8,300,000.00	0.00
Security Contribution	12/20/2021	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Security Contribution	12/27/2021	90LAIF\$00	9,700,000.00	Local Agency Investment Fund State Pool	1.000		9,700,000.00	0.00	9,700,000.00	0.00
Subtotal			22,000,000.00				22,000,000.00	0.00	22,000,000.00	0.00
Short Sale	12/08/2021	60934N807	-1,972,965.75	Federated Investors Govt Oblig Fund Inst.	1.000		-1,972,965.75	0.00	-1,972,965.75	0.00
Subtotal			-1,972,965.75				-1,972,965.75	0.00	-1,972,965.75	0.00
TOTAL ACQUISITIONS			36,205,931.47				36,128,002.47	12,127.75	36,140,130.22	0.00

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DISPOSITIONS										
Closing Purchase	12/08/2021	60934N807	-1,972,965.75	Federated Investors Govt Oblig Fund Inst.	1.000		-1,972,965.75	0.00	-1,972,965.75	0.00
Subtotal			-1,972,965.75				-1,972,965.75	0.00	-1,972,965.75	0.00
Sale	12/02/2021	60934N807	626,806.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	626,806.25	0.00	626,806.25	0.00
Sale	12/06/2021	4581X0CW6	2,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	100.232	0.14%	2,004,640.00	16,291.67	2,020,931.67	340.00
Sale	12/06/2021	4581X0CW6	2,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	100.231	0.14%	2,004,620.00	16,291.67	2,020,911.67	320.00
Sale	12/08/2021	60934N807	1,826,372.90	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,826,372.90	0.00	1,826,372.90	0.00
Sale	12/08/2021	60934N807	1,972,965.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,972,965.75	0.00	1,972,965.75	0.00
Sale	12/08/2021	912828N30	1,600,000.00	US Treasury Note 2.125% Due 12/31/2022	101.852	0.38%	1,629,625.00	14,875.00	1,644,500.00	54,500.00
Sale	12/22/2021	60934N807	1,007,743.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,007,743.04	0.00	1,007,743.04	0.00
Sale	12/22/2021	912828N30	3,200,000.00	US Treasury Note 2.125% Due 12/31/2022	101.785	0.38%	3,257,125.00	32,336.96	3,289,461.96	106,875.00
Subtotal			14,233,887.94				14,329,897.94	79,795.30	14,409,693.24	162,035.00
Paydown	12/15/2021	43813DAC2	51,269.27	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		51,269.27	669.67	51,938.94	4.04
Paydown	12/15/2021	43815NAC8	124,106.33	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		124,106.33	1,762.79	125,869.12	1.03
Paydown	12/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	519.33	519.33	0.00
Paydown	12/15/2021	44891VAC5	0.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		0.00	522.50	522.50	0.00

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DISPOSITIONS										
Paydown	12/15/2021	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	424.33	424.33	0.00
Paydown	12/15/2021	44935FAD6	0.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		0.00	420.16	420.16	0.00
Paydown	12/15/2021	477870AC3	36,273.46	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		36,273.46	873.50	37,146.96	7.70
Paydown	12/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	314.50	314.50	0.00
Paydown	12/15/2021	47789JAD8	105,226.73	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		105,226.73	1,436.30	106,663.03	-2,190.86
Paydown	12/15/2021	47789KAC7	125,609.63	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		125,609.63	1,762.07	127,371.70	-270.71
Paydown	12/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	559.00	559.00	0.00
Paydown	12/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	325.00	325.00	0.00
Paydown	12/15/2021	58770FAC6	115,295.29	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		115,295.29	894.95	116,190.24	15.20
Paydown	12/15/2021	65479JAD5	126,674.92	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		126,674.92	2,476.19	129,151.11	6.69
Paydown	12/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	376.25	376.25	0.00
Paydown	12/15/2021	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	565.04	565.04	0.00
Paydown	12/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	612.08	612.08	0.00

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DISPOSITIONS										
Paydown	12/16/2021	362554AC1	0.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		0.00	442.00	442.00	0.00
Paydown	12/20/2021	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	697.13	697.13	0.00
Paydown	12/20/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	501.04	501.04	0.00
Paydown	12/20/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	885.17	885.17	0.00
Paydown	12/20/2021	92348AAA3	143,364.33	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		143,364.33	1,992.18	145,356.51	11.05
Paydown	12/21/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	173.25	173.25	0.00
Paydown	12/21/2021	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	676.50	676.50	0.00
Paydown	12/27/2021	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	261.25	261.25	0.00
Paydown	12/27/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	12/27/2021	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	11,328.63	11,328.63	0.00
Paydown	12/27/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,021.88	11,021.88	0.00
Paydown	12/27/2021	3137BM6P6	283,456.24	FHLMC K721 A2Due 8/25/2022	100.000		283,456.24	9,537.50	292,993.74	-9,954.67
Paydown	12/27/2021	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	100.000		0.00	3,316.25	3,316.25	0.00
Paydown	12/27/2021	3137BYPQ7	4,018.72	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		4,018.72	7,990.71	12,009.43	-28.73
Subtotal			1,115,294.92				1,115,294.92	71,879.65	1,187,174.57	-12,399.26

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DISPOSITIONS										
Security Withdrawal	12/08/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Withdrawal	12/09/2021	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Withdrawal	12/16/2021	90LAIF\$00	1,900,000.00	Local Agency Investment Fund State Pool	1.000		1,900,000.00	0.00	1,900,000.00	0.00
Security Withdrawal	12/21/2021	90LAIF\$00	3,500,000.00	Local Agency Investment Fund State Pool	1.000		3,500,000.00	0.00	3,500,000.00	0.00
Security Withdrawal	12/22/2021	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
Security Withdrawal	12/28/2021	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Withdrawal	12/29/2021	90LAIF\$00	3,700,000.00	Local Agency Investment Fund State Pool	1.000		3,700,000.00	0.00	3,700,000.00	0.00
Subtotal			15,100,000.00				15,100,000.00	0.00	15,100,000.00	0.00
TOTAL DISPOSITIONS			28,476,217.11				28,572,227.11	151,674.95	28,723,902.06	149,635.74

OTHER TRANSACTIONS										
Interest	12/01/2021	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.000		13,575.40	0.00	13,575.40	0.00
Interest	12/08/2021	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		59,062.50	0.00	59,062.50	0.00
Interest	12/10/2021	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.000		13,125.00	0.00	13,125.00	0.00
Interest	12/14/2021	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.000		79,062.50	0.00	79,062.50	0.00
Interest	12/17/2021	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.000		15,500.00	0.00	15,500.00	0.00
Interest	12/18/2021	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.000		18,703.13	0.00	18,703.13	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	12/19/2021	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.000		19,785.00	0.00	19,785.00	0.00
Interest	12/19/2021	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.000		62,562.50	0.00	62,562.50	0.00
Interest	12/20/2021	05531FBG7	3,000,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	0.000		45,750.00	0.00	45,750.00	0.00
Interest	12/23/2021	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.000		7,582.43	0.00	7,582.43	0.00
Interest	12/24/2021	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.000		47,865.00	0.00	47,865.00	0.00
Interest	12/26/2021	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.000		34,000.00	0.00	34,000.00	0.00
Interest	12/31/2021	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.000		50,625.00	0.00	50,625.00	0.00
Interest	12/31/2021	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.000		49,000.00	0.00	49,000.00	0.00
Subtotal			51,335,000.00				516,198.46	0.00	516,198.46	0.00
Dividend	12/02/2021	60934N807	-1,941,430.69	Federated Investors Govt Oblig Fund Inst.	0.000		29.70	0.00	29.70	0.00
Subtotal			-1,941,430.69				29.70	0.00	29.70	0.00
TOTAL OTHER TRANSACTIONS			49,393,569.31				516,228.16	0.00	516,228.16	0.00

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Income Earned



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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	2,567.64 0.00 6,621.81 4,054.17	0.00 0.00 0.00 4,054.17	4,054.17
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 930,000.00	928,391.10 0.00 0.00 928,391.10	12,210.13 0.00 14,883.88 2,673.75	0.00 0.00 0.00 2,673.75	2,673.75
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	10/03/2018 10/10/2018 2,260,000.00	2,258,146.80 0.00 0.00 2,258,146.80	11,606.04 0.00 18,433.13 6,827.09	0.00 0.00 0.00 6,827.09	6,827.09
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	11/28/2018 11/30/2018 2,215,000.00	2,112,644.85 0.00 0.00 2,112,644.85	4,134.67 0.00 8,564.67 4,430.00	0.00 0.00 0.00 4,430.00	4,430.00
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 06/20/2022	07/26/2021 07/27/2021 3,000,000.00	3,070,320.00 0.00 0.00 3,070,320.00	40,920.83 45,750.00 2,795.83 7,625.00	0.00 0.00 0.00 7,625.00	7,625.00
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 2,550,000.00	2,570,550.00 0.00 0.00 2,570,550.00	21,625.42 0.00 29,169.17 7,543.75	0.00 0.00 0.00 7,543.75	7,543.75
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	17,806.50 19,785.00 1,319.00 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	4,256.54 0.00 8,513.08 4,256.54	0.00 0.00 0.00 4,256.54	4,256.54
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 3,254,000.00	3,339,580.20 0.00 0.00 3,339,580.20	34,302.58 0.00 43,657.83 9,355.25	0.00 0.00 0.00 9,355.25	9,355.25

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084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	11/26/2018 11/28/2018 2,500,000.00	2,425,225.00 0.00 0.00 2,425,225.00	14,513.89 0.00 20,243.06 5,729.17	0.00 0.00 0.00 5,729.17	5,729.17
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 950,000.00	949,901.96 0.00 0.00 949,901.96	52.25 261.25 52.25 261.25	0.00 0.00 0.00 261.25	261.25
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	13,540.00 0.00 20,310.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	3,561.77 0.00 8,207.57 4,645.80	0.00 0.00 0.00 4,645.80	4,645.80
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 06/24/2023	Various Various 3,000,000.00	2,982,300.00 0.00 0.00 2,982,300.00	41,748.92 47,865.00 1,861.41 7,977.49	0.00 0.00 0.00 7,977.49	7,977.49
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 1,500,000.00	1,454,530.00 0.00 0.00 1,454,530.00	9,916.67 0.00 13,416.66 3,499.99	0.00 0.00 0.00 3,499.99	3,499.99
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 2,140,000.00	2,138,480.60 0.00 0.00 2,138,480.60	3,584.50 0.00 4,387.00 802.50	0.00 0.00 0.00 802.50	802.50
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/16/2019 01/17/2019 3,500,000.00	3,602,165.00 0.00 0.00 3,602,165.00	56,765.63 59,062.50 7,546.88 9,843.75	0.00 0.00 0.00 9,843.75	9,843.75
3130A0XE5	FHLB Note 3.25% Due 03/08/2024	03/28/2019 03/29/2019 1,000,000.00	1,045,410.00 0.00 0.00 1,045,410.00	7,493.06 0.00 10,201.39 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33

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3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	73,352.43 79,062.50 7,467.02 13,177.09	0.00 0.00 0.00 13,177.09	13,177.09
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	24,916.67 0.00 34,500.00 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	21,902.78 0.00 29,819.44 7,916.66	0.00 0.00 0.00 7,916.66	7,916.66
3130AQF40	FHLB Note 1% Due 12/20/2024	12/21/2021 12/22/2021 4,300,000.00	0.00 4,297,205.00 0.00 4,297,205.00	0.00 0.00 1,075.00 1,075.00	0.00 0.00 0.00 1,075.00	1,075.00
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	3,568.23 0.00 6,313.02 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	14,122.22 15,500.00 1,205.55 2,583.33	0.00 0.00 0.00 2,583.33	2,583.33
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	6,285.00 0.00 8,249.06 1,964.06	0.00 0.00 0.00 1,964.06	1,964.06
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	2,100.00 0.00 4,725.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
3135G0T94	FNMA Note 2.375% Due 01/19/2023	04/11/2018 04/12/2018 5,500,000.00	5,418,930.00 0.00 0.00 5,418,930.00	47,895.83 0.00 58,781.25 10,885.42	0.00 0.00 0.00 10,885.42	10,885.42

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3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	7,267.36 0.00 12,006.94 4,739.58	0.00 0.00 0.00 4,739.58	4,739.58
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	27,430.00 0.00 33,144.58 5,714.58	0.00 0.00 0.00 5,714.58	5,714.58
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	11,328.63
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,750,000.00	3,837,910.16 0.00 0.00 3,837,910.16	2,204.38 11,021.88 2,204.38 11,021.88	0.00 0.00 0.00 11,021.88	11,021.88
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 3,420,426.76	3,833,959.38 0.00 293,410.91 3,540,548.47	9,537.50 9,537.50 8,807.59 8,807.59	0.00 0.00 0.00 8,807.59	8,807.59
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	11/12/2021 11/17/2021 1,500,000.00	1,586,425.78 0.00 0.00 1,586,425.78	3,316.25 3,316.25 3,316.25 3,316.25	0.00 0.00 0.00 3,316.25	3,316.25
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,296,791.88	3,324,406.25 0.00 4,047.45 3,320,358.80	7,990.71 7,990.71 7,980.98 7,980.98	0.00 0.00 0.00 7,980.98	7,980.98
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	Various Various 4,550,000.00	4,527,967.50 0.00 0.00 4,527,967.50	56,306.25 62,562.50 4,170.84 10,427.09	0.00 0.00 0.00 10,427.09	10,427.09

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3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	29,861.46 0.00 38,080.21 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	8,531.25 0.00 10,500.00 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	4,458.96 0.00 6,426.14 1,967.18	0.00 0.00 0.00 1,967.18	1,967.18
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 780,000.00	779,980.11 0.00 0.00 779,980.11	221.00 442.00 221.00 442.00	0.00 0.00 0.00 442.00	442.00
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 2,145,000.00	2,144,970.83 0.00 0.00 2,144,970.83	255.61 697.13 255.61 697.13	0.00 0.00 0.00 697.13	697.13
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	Various Various 3,000,000.00	2,969,700.00 0.00 0.00 2,969,700.00	12,468.76 13,125.00 1,531.26 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 928,730.73	979,922.87 0.00 51,265.23 928,657.64	357.16 669.67 338.47 650.98	0.00 0.00 0.00 650.98	650.98
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 770,000.00	769,985.91 0.00 0.00 769,985.91	57.75 173.25 57.75 173.25	0.00 0.00 0.00 173.25	173.25
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 1,625,000.00	1,624,761.29 0.00 0.00 1,624,761.29	217.12 501.04 217.12 501.04	0.00 0.00 0.00 501.04	501.04

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43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 1,025,000.00	1,024,783.93 0.00 0.00 1,024,783.93	175.39 676.50 250.56 751.67	0.00 0.00 0.00 751.67	751.67
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 1,064,289.92	1,188,386.38 0.00 124,105.30 1,064,281.08	940.15 1,762.79 841.97 1,664.61	0.00 0.00 0.00 1,664.61	1,664.61
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 1,640,000.00	1,639,622.31 0.00 0.00 1,639,622.31	276.98 519.33 276.98 519.33	0.00 0.00 0.00 519.33	519.33
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 1,900,000.00	1,899,715.00 0.00 0.00 1,899,715.00	278.67 522.50 278.67 522.50	0.00 0.00 0.00 522.50	522.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 1,340,000.00	1,339,859.03 0.00 0.00 1,339,859.03	226.31 424.33 226.31 424.33	0.00 0.00 0.00 424.33	424.33
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 730,000.00	729,837.06 0.00 0.00 729,837.06	210.08 420.16 240.09 450.17	0.00 0.00 0.00 450.17	450.17
4581X0CW6	Inter-American Dev Bank Note Due 01/18/2022	11/03/2017 11/07/2017 0.00	4,008,600.00 0.00 4,008,600.00 0.00	31,402.78 32,583.34 0.00 1,180.56	0.00 0.00 0.00 1,180.56	1,180.56
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 09/14/2022	Various Various 3,600,000.00	3,512,573.00 0.00 0.00 3,512,573.00	13,475.00 0.00 18,725.00 5,250.00	0.00 0.00 0.00 5,250.00	5,250.00
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	6,367.81 0.00 11,027.19 4,659.38	0.00 0.00 0.00 4,659.38	4,659.38

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459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	2,887.50 0.00 5,512.51 2,625.01	0.00 0.00 0.00 2,625.01	2,625.01
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	2,256.58 0.00 3,992.42 1,735.84	0.00 0.00 0.00 1,735.84	1,735.84
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	13,575.40 13,575.40 2,262.57 2,262.57	0.00 0.00 0.00 2,262.57	2,262.57
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	6,655.68 7,582.43 336.99 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 438,026.90	474,199.67 0.00 36,265.76 437,933.91	465.87 873.50 430.24 837.87	0.00 0.00 0.00 837.87	837.87
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 740,000.00	739,887.22 0.00 0.00 739,887.22	167.73 314.50 167.73 314.50	0.00 0.00 0.00 314.50	314.50
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 487,062.48	604,620.87 0.00 107,417.59 497,203.28	766.03 1,436.30 629.93 1,300.20	0.00 0.00 0.00 1,300.20	1,300.20
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 1,796,644.13	1,926,396.46 0.00 125,880.34 1,800,516.12	939.77 1,762.07 878.36 1,700.66	0.00 0.00 0.00 1,700.66	1,700.66
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,290,000.00	1,289,884.93 0.00 0.00 1,289,884.93	298.13 559.00 298.13 559.00	0.00 0.00 0.00 559.00	559.00

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57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	10,224.00 0.00 12,496.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 975,000.00	974,950.57 0.00 0.00 974,950.57	173.33 325.00 173.33 325.00	0.00 0.00 0.00 325.00	325.00
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	01/21/2020 01/29/2020 468,364.86	583,583.22 0.00 115,280.09 468,303.13	477.30 894.95 383.02 800.67	0.00 0.00 0.00 800.67	800.67
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	1,713,422.20 0.00 0.00 1,713,422.20	4,585.24 0.00 6,371.70 1,786.46	0.00 0.00 0.00 1,786.46	1,786.46
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 1,412,922.58	1,539,516.21 0.00 126,668.23 1,412,847.98	1,320.63 2,476.19 1,211.97 2,367.53	0.00 0.00 0.00 2,367.53	2,367.53
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 01/14/2026	12/06/2021 12/08/2021 1,870,000.00	0.00 1,820,388.90 0.00 1,820,388.90	0.00 (5,984.00) 6,939.78 955.78	0.00 0.00 0.00 955.78	955.78
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	07/25/2017 07/28/2017 3,050,000.00	3,049,725.50 0.00 0.00 3,049,725.50	25,531.04 0.00 31,758.13 6,227.09	0.00 0.00 0.00 6,227.09	6,227.09
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	08/06/2018 08/09/2018 2,300,000.00	2,299,057.00 0.00 0.00 2,299,057.00	24,328.89 0.00 30,845.56 6,516.67	0.00 0.00 0.00 6,516.67	6,516.67
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00 713,419.85	4,526.35 0.00 5,807.39 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04

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74153WCQ0	Prcoa Global Funding Note 1.15% Due 12/06/2024	12/01/2021 12/08/2021 1,975,000.00	0.00 1,972,965.75 0.00 1,972,965.75	0.00 0.00 1,451.08 1,451.08	0.00 0.00 0.00 1,451.08	1,451.08
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	6,750.00 0.00 13,500.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 3,100,000.00	624,681.25 2,451,511.35 0.00 3,076,192.60	1,508.25 (6,143.75) 9,095.49 1,443.49	0.00 0.00 0.00 1,443.49	1,443.49
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 01/25/2023	Various Various 2,250,000.00	2,273,392.50 0.00 0.00 2,273,392.50	20,868.75 0.00 25,837.50 4,968.75	0.00 0.00 0.00 4,968.75	4,968.75
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 1,775,000.00	1,774,112.50 0.00 0.00 1,774,112.50	2,699.48 0.00 3,808.85 1,109.37	0.00 0.00 0.00 1,109.37	1,109.37
89114QC48	Toronto Dominion Bank Note 3.5% Due 07/19/2023	07/27/2018 07/31/2018 1,910,000.00	1,904,461.00 0.00 0.00 1,904,461.00	24,511.67 0.00 30,082.50 5,570.83	0.00 0.00 0.00 5,570.83	5,570.83
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,270,000.00	1,286,078.20 0.00 0.00 1,286,078.20	9,172.22 0.00 12,611.81 3,439.59	0.00 0.00 0.00 3,439.59	3,439.59
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	16,936.72 18,703.13 1,350.78 3,117.19	0.00 0.00 0.00 3,117.19	3,117.19
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 1,290,000.00	1,289,759.67 0.00 0.00 1,289,759.67	200.67 376.25 200.67 376.25	0.00 0.00 0.00 376.25	376.25

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89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 955,000.00	954,979.66 0.00 0.00 954,979.66	301.36 565.04 301.36 565.04	0.00 0.00 0.00 565.04	565.04
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 2,825,000.00	2,824,475.68 0.00 0.00 2,824,475.68	326.44 612.08 326.44 612.08	0.00 0.00 0.00 612.08	612.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	30,684.51 0.00 37,765.56 7,081.05	0.00 0.00 0.00 7,081.05	7,081.05
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	7,707.18 0.00 15,414.36 7,707.18	0.00 0.00 0.00 7,707.18	7,707.18
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	40,353.26 0.00 51,936.14 11,582.88	0.00 0.00 0.00 11,582.88	11,582.88
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	34,850.54 0.00 44,853.94 10,003.40	0.00 0.00 0.00 10,003.40	10,003.40
912828N30	US Treasury Note Due 12/31/2022	01/25/2018 01/26/2018 0.00	4,725,375.00 0.00 4,725,375.00 0.00	42,684.78 47,211.96 0.00 4,527.18	0.00 0.00 0.00 4,527.18	4,527.18
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 5,000,000.00	4,909,960.94 0.00 0.00 4,909,960.94	6,957.87 0.00 13,915.75 6,957.88	0.00 0.00 0.00 6,957.88	6,957.88
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 4,500,000.00	4,588,417.97 0.00 0.00 4,588,417.97	42,370.92 50,625.00 279.70 8,533.78	0.00 0.00 0.00 8,533.78	8,533.78

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 4,800,000.00	4,833,281.25 0.00 0.00 4,833,281.25	8,221.00 0.00 16,441.98 8,220.98	0.00 0.00 0.00 8,220.98	8,220.98
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	41,010.87 49,000.00 270.72 8,259.85	0.00 0.00 0.00 8,259.85	8,259.85
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	20,013.81 0.00 26,757.60 6,743.79	0.00 0.00 0.00 6,743.79	6,743.79
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	5,013.59 0.00 6,277.17 1,263.58	0.00 0.00 0.00 1,263.58	1,263.58
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	1,362.64 0.00 2,043.96 681.32	0.00 0.00 0.00 681.32	681.32
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	1,284.53 0.00 2,569.06 1,284.53	0.00 0.00 0.00 1,284.53	1,284.53
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	39.15 0.00 1,252.75 1,213.60	0.00 0.00 0.00 1,213.60	1,213.60
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 2,900,000.00	2,892,976.56 0.00 0.00 2,892,976.56	1,542.13 0.00 2,162.98 620.85	0.00 0.00 0.00 620.85	620.85
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	1,558,899.61 0.00 0.00 1,558,899.61	2,992.54 0.00 4,000.90 1,008.36	0.00 0.00 0.00 1,008.36	1,008.36

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91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	10/18/2021 10/19/2021 3,130,000.00	3,083,172.27 0.00 0.00 3,083,172.27	4,664.90 0.00 6,997.36 2,332.46	0.00 0.00 0.00 2,332.46	2,332.46
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/15/2021 11/17/2021 3,120,000.00	3,100,987.50 0.00 0.00 3,100,987.50	3,005.80 0.00 6,011.60 3,005.80	0.00 0.00 0.00 3,005.80	3,005.80
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	411.44 0.00 1,182.90 771.46	0.00 0.00 0.00 771.46	771.46
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 2,260,000.00	2,259,525.40 0.00 0.00 2,259,525.40	324.56 885.17 324.56 885.17	0.00 0.00 0.00 885.17	885.17
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 1,088,911.16	1,232,180.48 0.00 143,353.28 1,088,827.20	730.47 1,992.18 645.48 1,907.19	0.00 0.00 0.00 1,907.19	1,907.19
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 06/26/2023	05/08/2019 05/13/2019 2,000,000.00	2,056,900.00 0.00 0.00 2,056,900.00	29,277.78 34,000.00 944.44 5,666.66	0.00 0.00 0.00 5,666.66	5,666.66
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 785,000.00	783,516.35 0.00 0.00 783,516.35	1,694.29 0.00 2,381.17 686.88	0.00 0.00 0.00 686.88	686.88
			307,732,328.22	1,241,275.61	0.00	
			10,542,071.00	655,745.66	0.00	
			9,861,669.18	999,975.30	0.00	
Total Fixed Income		307,272,171.40	308,412,730.04	414,445.35	414,445.35	414,445.35

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 769,775.19	644,765.91 3,585,931.47 3,460,922.19 769,775.19	0.00 29.70 0.00 29.70	0.00 0.00 0.00 29.70	29.70
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 04/28/2022	04/29/2021 04/30/2021 500,000.00	499,999.98 0.00 0.00 499,999.98	723.33 0.00 826.67 103.34	0.00 0.00 0.00 103.34	103.34
			1,144,765.89	723.33	0.00	
			3,585,931.47	29.70	0.00	
			3,460,922.19	826.67	0.00	
Total Cash & Equivalent		1,269,775.19	1,269,775.17	133.04	133.04	133.04
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	01/15/2020 01/15/2020 78,373,420.92	71,473,420.92 22,000,000.00 15,100,000.00 78,373,420.92	23,323.82 0.00 36,647.51 13,323.69	0.00 0.00 0.00 13,323.69	13,323.69
			71,473,420.92	23,323.82	0.00	
			22,000,000.00	0.00	0.00	
			15,100,000.00	36,647.51	0.00	
Total Local Agency Investment Fund		78,373,420.92	78,373,420.92	13,323.69	13,323.69	13,323.69
			380,350,515.03	1,265,322.76	0.00	
			36,128,002.47	655,775.36	0.00	
			28,422,591.37	1,037,449.48	0.00	
TOTAL PORTFOLIO		386,915,367.51	388,055,926.13	427,902.08	427,902.08	427,902.08

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01/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/14/2022	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
01/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/15/2022	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,848.96	9,848.96
01/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	142,637.94	1,578.70	144,216.64
01/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	60,380.28	1,181.13	61,561.41
01/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
01/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,058.32	2,272.45	46,330.77
01/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
01/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
01/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
01/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	68,407.79	718.16	69,125.95
01/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
01/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,653.10	634.63	30,287.73
01/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
01/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	17,817.65	806.70	18,624.35
01/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50

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01/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	53,788.07	1,646.93	55,435.00
01/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,942.17	376.25	37,318.42
01/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
01/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
01/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
01/17/2022	Dividend	90LAIF\$00	6,408,845,030.44	Local Agency Investment Fund State Pool	0.00	36,317.54	36,317.54
01/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
01/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
01/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
01/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
01/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,379.16	1,760.41	38,139.57
01/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
01/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,043.84	885.17	59,929.01
01/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2022	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2022	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	283,456.24	9,537.50	292,993.74

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01/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
01/21/2022	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	4,018.72	7,990.71	12,009.43
01/21/2022	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/21/2022	Paydown	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
01/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
01/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,807.59	8,807.59
01/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
01/25/2022	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
01/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
01/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
01/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/28/2022	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
01/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
JAN 2022					836,583.28	452,284.48	1,288,867.76
02/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00

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02/11/2022	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
02/12/2022	Interest	3137EAEPO	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
02/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
02/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	60,523.19	1,034.70	61,557.89
02/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	85,297.86	325.00	85,622.86
02/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	136,576.36	1,367.12	137,943.48
02/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
02/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
02/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
02/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	63,139.97	613.27	63,753.24
02/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,157.45	2,201.59	46,359.04
02/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
02/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,673.36	614.37	30,287.73
02/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33

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02/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
02/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	53,936.01	1,597.62	55,533.63
02/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,840.56	365.48	37,206.04
02/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
02/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	17,854.76	773.89	18,628.65
02/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
02/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
02/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	32,585.83	67.13	32,652.96
02/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,461.02	1,701.59	38,162.61
02/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
02/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,066.97	862.04	59,929.01
02/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
02/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
02/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,723.69	8,723.69
02/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
02/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38

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02/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
02/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
02/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
02/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
02/28/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
02/28/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
FEB 2022					656,113.34	406,633.14	1,062,746.48
03/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
03/06/2022	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
03/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
03/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2022	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
03/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2022	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
03/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00

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03/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,693.64	594.09	30,287.73
03/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	130,500.13	1,164.53	131,664.66
03/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
03/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,035.51	314.50	32,350.01
03/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,084.32	1,548.18	55,632.50
03/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,256.81	2,130.57	46,387.38
03/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,737.86	354.73	37,092.59
03/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
03/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
03/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
03/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	57,850.28	516.45	58,366.73
03/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
03/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
03/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
03/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	17,891.97	741.00	18,632.97
03/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	60,666.42	887.94	61,554.36
03/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	84,563.12	296.57	84,859.69

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03/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
03/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
03/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
03/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,142.63	501.04	77,643.67
03/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	239,976.76	494.35	240,471.11
03/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
03/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,090.10	838.91	59,929.01
03/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,543.06	1,642.65	38,185.71
03/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
03/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
03/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
03/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
03/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
03/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,105.75	8,105.75
03/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
03/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
03/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25

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03/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
03/31/2022	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
03/31/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
MAR 2022					961,032.61	396,942.37	1,357,974.98
04/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
04/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	17,929.24	708.05	18,637.29
04/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,048.07	300.88	32,348.95
04/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
04/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
04/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,713.93	573.80	30,287.73
04/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
04/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,233.06	1,498.60	55,731.66
04/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,634.04	344.01	36,978.05
04/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	124,409.22	970.95	125,380.17

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04/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
04/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	52,538.63	427.75	52,966.38
04/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,356.39	2,059.39	46,415.78
04/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
04/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	60,810.00	740.82	61,550.82
04/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,828.02	268.38	84,096.40
04/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
04/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
04/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,166.41	477.26	77,643.67
04/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	240,900.47	496.26	241,396.73
04/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,625.28	1,583.57	38,208.85
04/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
04/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,113.25	815.76	59,929.01
04/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
04/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
04/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75

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04/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/25/2022	Interest	3137B7M29	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
04/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	7,485.43	7,485.43
04/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
04/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
04/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
04/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
04/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
04/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
04/28/2022	Maturity	89114W7M1	500,000.00	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	1,216.67	501,216.67
04/30/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2022	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
04/30/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
04/30/2022	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
APR 2022					1,450,306.01	407,420.56	1,857,726.57
05/01/2022	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25

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05/01/2022	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/03/2022	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
05/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
05/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
05/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	47,204.94	347.19	47,552.13
05/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
05/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	118,303.59	786.41	119,090.00
05/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	60,953.91	593.36	61,547.27
05/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,092.54	240.44	83,332.98
05/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,456.19	1,988.05	46,444.24
05/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
05/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,734.23	553.50	30,287.73

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05/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
05/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	17,966.59	675.03	18,641.62
05/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,060.62	287.26	32,347.88
05/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,382.20	1,448.89	55,831.09
05/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
05/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,529.09	333.33	36,862.42
05/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
05/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
05/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,190.21	453.46	77,643.67
05/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	761,899.87	1,569.51	763,469.38
05/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,707.69	1,524.36	38,232.05
05/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
05/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,136.40	792.61	59,929.01
05/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
05/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
05/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	5,523.54	5,523.54
05/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87

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05/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
05/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
05/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
05/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
05/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
05/31/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
MAY 2022					1,459,618.07	237,607.67	1,697,225.74
06/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/06/2022	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,230.07	11,230.07
06/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/10/2022	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
06/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	112,183.21	610.93	112,794.14
06/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
06/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,073.17	273.64	32,346.81
06/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
06/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	41,849.14	274.81	42,123.95

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06/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,556.21	1,916.55	46,472.76
06/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,971.44	612.08	128,583.52
06/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
06/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,004.03	641.94	18,645.97
06/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,098.18	445.54	61,543.72
06/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	82,356.69	212.74	82,569.43
06/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
06/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,754.55	533.18	30,287.73
06/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,809.28	519.33	78,328.61
06/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
06/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,531.75	1,399.04	55,930.79
06/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,423.00	322.68	36,745.68
06/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
06/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,214.01	429.66	77,643.67
06/19/2022	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00

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06/19/2022	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
06/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	215,184.74	443.29	215,628.03
06/20/2022	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,261.11	21,261.11
06/20/2022	Maturity	05531FBG7	3,000,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	45,750.00	3,045,750.00
06/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,790.27	1,465.02	38,255.29
06/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
06/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,159.56	769.45	59,929.01
06/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
06/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
06/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/24/2022	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
06/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	4,969.44	4,969.44
06/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
06/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
06/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25

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06/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
06/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/26/2022	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
06/30/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
JUN 2022					4,106,959.23	611,565.54	4,718,524.77
07/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/14/2022	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
07/15/2022	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
07/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
07/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
07/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,041.53	608.79	18,650.32
07/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,242.77	297.38	61,540.15
07/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	81,620.47	185.29	81,805.76
07/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,837.81	494.69	78,332.50
07/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	36,471.14	210.64	36,681.78
07/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,774.88	512.85	30,287.73
07/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	106,048.07	444.52	106,492.59
07/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
07/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,085.73	260.01	32,345.74
07/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,681.71	1,349.05	56,030.76
07/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
07/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,656.46	1,844.89	46,501.35
07/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,315.78	312.05	36,627.83
07/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,013.03	584.36	128,597.39
07/16/2022	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
07/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
07/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,237.81	405.86	77,643.67
07/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
07/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
07/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	497,530.34	1,024.91	498,555.25

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07/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,873.06	1,405.54	38,278.60
07/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
07/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,182.73	746.28	59,929.01
07/21/2022	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
07/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
07/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	3,688.30	3,688.30
07/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
07/25/2022	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
07/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
07/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
07/28/2022	Maturity	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	37,362.50	3,087,362.50
07/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00

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JUL 2022					4,427,613.32	375,067.74	4,802,681.06
08/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
08/11/2022	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
08/12/2022	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
08/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,079.12	575.56	18,654.68
08/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,098.30	246.37	32,344.67
08/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
08/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,054.64	556.62	128,611.26
08/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,866.34	470.05	78,336.39
08/15/2022	Paydown	47789JAD8	487,062.48	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	61,387.71	148.87	61,536.58
08/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	80,883.88	158.08	81,041.96
08/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
08/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	99,898.10	287.22	100,185.32

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08/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
08/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	31,070.85	154.72	31,225.57
08/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,756.94	1,773.07	46,530.01
08/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,207.40	301.46	36,508.86
08/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,795.23	492.50	30,287.73
08/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
08/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,832.09	1,298.92	56,131.01
08/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
08/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,261.63	382.04	77,643.67
08/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	674,966.11	1,390.43	676,356.54
08/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	36,956.02	1,345.93	38,301.95
08/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
08/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,205.91	723.10	59,929.01
08/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,411.69	173.25	38,584.94
08/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
08/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2022	Interest	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	1,950.26	1,950.26
08/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
08/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
08/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
08/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/31/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2022	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
AUG 2022					1,581,731.96	396,693.90	1,978,425.86
09/05/2022	Interest	06051GHF9	2,550,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	45,262.50	45,262.50
09/06/2022	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
09/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
09/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2022	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/14/2022	Maturity	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	31,500.00	3,631,500.00

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09/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
09/15/2022	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
09/15/2022	Paydown	43815NAC8	1,064,289.92	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	93,733.30	139.04	93,872.34
09/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	80,146.91	131.12	80,278.03
09/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	25,648.21	107.08	25,755.29
09/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,857.65	1,701.08	46,558.73
09/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,815.59	472.14	30,287.73
09/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
09/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,116.79	542.26	18,659.05
09/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,110.87	232.73	32,343.60
09/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	54,982.87	1,248.66	56,231.53
09/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
09/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	36,097.86	290.90	36,388.76
09/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,096.26	528.87	128,625.13
09/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,894.89	445.39	78,340.28
09/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
09/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04

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09/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
09/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
09/17/2022	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
09/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
09/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,285.45	358.22	77,643.67
09/19/2022	Paydown	3137BM6P6	3,420,426.76	FHLMC K721 A2 3.09% Due 8/25/2022	757,382.62	1,560.21	758,942.83
09/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
09/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,229.10	699.91	59,929.01
09/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	37,039.17	1,286.18	38,325.35
09/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,420.97	164.61	38,585.58
09/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
09/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
09/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
09/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
09/30/2022	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
09/30/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
SEP 2022					5,190,858.51	385,414.85	5,576,273.36
10/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,835.96	451.77	30,287.73
10/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,923.46	420.72	78,344.18
10/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
10/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	55,134.08	1,198.26	56,332.34
10/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,987.15	280.37	36,267.52
10/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
10/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,123.45	219.08	32,342.53
10/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
10/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	20,203.12	67.75	20,270.87
10/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	44,958.57	1,628.94	46,587.51

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,137.89	501.12	128,639.01
10/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	79,409.57	104.40	79,513.97
10/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
10/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
10/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,154.52	508.90	18,663.42
10/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
10/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,309.28	334.39	77,643.67
10/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
10/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,252.30	676.71	59,929.01
10/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	37,122.51	1,226.30	38,348.81
10/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
10/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,430.26	155.96	38,586.22
10/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
10/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
10/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
10/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
10/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/31/2022	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
10/31/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
10/31/2022	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
10/31/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
OCT 2022					733,982.12	393,922.99	1,127,905.11
11/01/2022	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/01/2022	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/03/2022	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
11/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00

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11/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
11/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
11/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
11/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,856.35	431.38	30,287.73
11/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
11/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,136.03	205.43	32,341.46
11/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	55,285.70	1,147.72	56,433.42
11/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
11/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	14,735.50	36.77	14,772.27
11/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	45,059.73	1,556.63	46,616.36
11/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,179.53	473.36	128,652.89
11/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,952.03	396.04	78,348.07
11/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,320.25	424.33	70,744.58
11/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,875.27	269.87	36,145.14
11/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,192.35	475.46	18,667.81
11/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	78,671.86	77.93	78,749.79

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
11/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,333.12	310.55	77,643.67
11/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	37,206.03	1,166.29	38,372.32
11/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
11/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,275.51	653.50	59,929.01
11/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,439.54	147.32	38,586.86
11/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
11/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2022	Interest	3137BY PQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98
11/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
11/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
11/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
11/30/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
NOV 2022					798,518.80	226,534.32	1,025,053.12
12/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/06/2022	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25

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12/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/10/2022	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
12/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,980.61	371.36	78,351.97
12/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	77,933.77	51.71	77,985.48
12/15/2022	Paydown	44935FAD6	730,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	450.17	450.17
12/15/2022	Paydown	477870AC3	438,026.90	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	18,230.25	441.96	18,672.21
12/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,148.62	191.77	32,340.39
12/15/2022	Paydown	47789QAC4	1,290,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	559.00	559.00
12/15/2022	Paydown	89238JAC9	955,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	565.04	565.04
12/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	128,221.18	445.59	128,666.77
12/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	70,343.10	402.07	70,745.17
12/15/2022	Paydown	58770FAC6	468,364.86	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	9,245.27	14.18	9,259.45
12/15/2022	Paydown	65479JAD5	1,412,922.58	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	45,161.11	1,484.16	46,645.27
12/15/2022	Paydown	43813DAC2	928,730.73	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	29,876.75	410.98	30,287.73
12/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
12/15/2022	Paydown	47789KAC7	1,796,644.13	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	55,437.73	1,097.04	56,534.77

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	35,762.19	259.41	36,021.60
12/16/2022	Paydown	362554AC1	780,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	442.00	442.00
12/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
12/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,356.96	286.71	77,643.67
12/19/2022	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/19/2022	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
12/20/2022	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
12/20/2022	Paydown	92348AAA3	1,088,911.16	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	37,289.75	1,106.14	38,395.89
12/20/2022	Paydown	36262XAC8	2,145,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	697.13	697.13
12/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	59,298.72	630.29	59,929.01
12/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,448.83	138.67	38,587.50
12/21/2022	Paydown	43815GAC3	1,025,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	751.67	751.67
12/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/24/2022	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
12/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2022	Interest	3137BYPQ7	3,296,791.88	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	7,980.98	7,980.98

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2022	Paydown	09690AAC7	950,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	261.25	261.25
12/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
12/25/2022	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
12/26/2022	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
12/31/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
12/31/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
DEC 2022					792,734.84	557,075.75	1,349,810.59
TOTAL					22,996,052.09	4,847,163.31	27,843,215.40

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Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	78,373,420.92	Various 0.22%	78,373,420.92 78,373,420.92	1.00 0.22%	78,373,420.92 36,647.51	20.10% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	769,775.19	Various 0.03%	769,775.19 769,775.19	1.00 0.03%	769,775.19 0.00	0.20% 0.00	Aaa AAA	0.00 0.00
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.00 0.23%	500,019.00 826.67	0.13% 19.02	P-1 A-1	0.32 0.32
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	487,062.48	08/27/2019 1.90%	497,203.28 497,203.28	100.55 0.36%	489,721.83 629.93	0.13% (7,481.45)	Aaa NR	0.33 0.22
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,064,289.92	08/20/2019 1.79%	1,064,281.08 1,064,281.08	100.57 0.35%	1,070,363.82 841.97	0.27% 6,082.74	Aaa AAA	0.34 0.40
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	468,364.86	01/21/2020 1.85%	468,303.13 468,303.13	100.27 0.51%	469,612.59 383.02	0.12% 1,309.46	Aaa AAA	0.36 0.20
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	3,000,000.00	07/26/2021 0.43%	3,070,320.00 3,070,320.00	100.98 0.50%	3,029,418.00 2,795.83	0.78% (40,902.00)	A3 A-	0.38 0.39
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	100.97 0.48%	3,079,478.25 31,758.13	0.80% 29,752.75	A2 A	0.49 0.49
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,420,426.76	Various 2.22%	3,540,548.47 3,540,548.47	100.87 0.66%	3,450,205.17 8,807.59	0.89% (90,343.30)	Aaa NR	0.52 0.44
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	99.88 0.54%	973,829.03 173.33	0.25% (1,121.54)	NR AAA	0.57 0.86
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	100.95 0.40%	3,634,063.20 18,725.00	0.94% 121,490.20	Aaa AAA	0.70 0.70
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	101.85 0.75%	2,291,735.25 25,837.50	0.59% 18,342.75	A2 A	0.98 0.97
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	438,026.90	07/16/2019 2.23%	437,933.91 437,933.91	100.66 0.63%	440,912.18 430.24	0.11% 2,978.27	Aaa NR	1.01 0.42
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	102.11 0.71%	2,552,755.00 20,243.06	0.66% 127,530.00	Aa2 AA	1.04 1.02

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Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29 1,624,761.29	99.72 0.65%	1,620,458.13 217.12	0.42% (4,303.16)	NR AAA	1.05 0.99
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	102.05 0.41%	5,612,964.50 58,781.25	1.45% 194,034.50	Aaa AA+	1.05 1.03
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22 739,887.22	99.85 0.69%	738,867.06 167.73	0.19% (1,020.16)	Aaa NR	1.13 0.83
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	2,550,000.00	Various 2.91%	2,570,550.00 2,570,550.00	102.98 1.00%	2,625,979.80 29,169.17	0.68% 55,429.80	A2 A-	1.18 1.15
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00 1,454,530.00	102.47 0.69%	1,537,093.50 13,416.66	0.40% 82,563.50	A2 A	1.18 1.16
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,088,911.16	10/01/2019 1.95%	1,088,827.20 1,088,827.20	100.69 0.48%	1,096,372.38 645.48	0.28% 7,545.18	NR AAA	1.23 0.47
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00 2,982,300.00	102.97 0.76%	3,089,085.00 1,861.41	0.79% 106,785.00	Aa2 AA-	1.23 1.21
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	99.57 0.73%	1,632,962.76 276.98	0.42% (6,659.55)	NR AAA	1.29 1.21
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	928,730.73	05/18/2020 0.83%	928,657.64 928,657.64	100.18 0.57%	930,390.36 338.47	0.24% 1,732.72	Aaa AAA	1.29 0.71
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,412,922.58	10/16/2019 1.94%	1,412,847.98 1,412,847.98	100.81 0.38%	1,424,327.69 1,211.97	0.37% 11,479.71	Aaa AAA	1.30 0.52
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	99.50 0.67%	2,810,804.38 326.44	0.72% (13,671.30)	Aaa NR	1.33 1.23
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85 2,112,644.85	102.39 0.60%	2,268,004.95 8,564.67	0.58% 155,360.10	Aaa AA+	1.34 1.32
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	1,796,644.13	Various 1.00%	1,800,516.12 1,800,516.12	100.35 0.58%	1,802,964.73 878.36	0.46% 2,448.61	Aaa NR	1.35 0.68
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	102.99 0.83%	3,450,027.65 1,708.50	0.88% (8,847.35)	Aaa NR	1.36 1.41

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931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00 2,056,900.00	104.03 0.51%	2,080,672.00 944.44	0.53% 23,772.00	Aa2 AA	1.40 1.38
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	99.37 0.73%	1,888,106.00 278.67	0.48% (11,609.00)	Aaa AAA	1.41 1.56
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	99.47 0.71%	765,892.05 57.75	0.20% (4,093.86)	Aaa NR	1.43 1.21
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	103.15 0.59%	4,693,152.10 4,170.84	1.20% 165,184.60	Aaa AA+	1.47 1.44
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67 1,289,759.67	99.74 0.64%	1,286,679.54 200.67	0.33% (3,080.13)	NR AAA	1.50 0.90
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	950,000.00	09/08/2021 0.34%	949,901.96 949,901.96	99.24 0.80%	942,748.66 52.25	0.24% (7,153.30)	Aaa NR	1.52 1.64
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	104.09 0.76%	968,074.20 14,883.88	0.25% 39,683.10	A3 A-	1.53 1.48
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	103.64 0.88%	3,989,970.60 11,328.63	1.03% 58,308.49	NR NR	1.54 1.43
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00 1,904,461.00	104.22 0.76%	1,990,525.60 30,082.50	0.52% 86,064.60	Aa2 AA-	1.55 1.49
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	99.73 0.71%	2,253,999.70 324.56	0.58% (5,525.70)	Aaa NR	1.60 1.11
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00 2,299,057.00	104.03 0.87%	2,392,604.90 30,845.56	0.62% 93,547.90	A1 A+	1.61 1.55
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20 3,339,580.20	104.20 0.82%	3,390,707.05 43,657.83	0.88% 51,126.85	A1 A	1.61 1.56
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	104.12 0.92%	3,904,627.50 2,204.38	1.00% 66,717.34	Aaa NR	1.62 1.63
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	99.25 0.84%	1,329,996.91 226.31	0.34% (9,862.12)	NR AAA	1.62 1.62
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	2,145,000.00	08/10/2021 0.39%	2,144,970.83 2,144,970.83	99.04 0.91%	2,124,440.17 255.61	0.54% (20,530.66)	NR AAA	1.64 1.84

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02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018	2,258,146.80	104.84	2,369,463.10	0.61%	A3	1.78
			3.64%	2,258,146.80	0.87%	18,433.13	111,316.30	A-	1.72
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019	4,909,960.94	101.69	5,084,570.00	1.31%	Aaa	1.83
			2.05%	4,909,960.94	0.69%	13,915.75	174,609.06	AA+	1.80
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019	3,602,165.00	105.07	3,677,569.00	0.94%	Aaa	1.94
			2.73%	3,602,165.00	0.73%	7,546.88	75,404.00	AA+	1.88
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019	4,588,417.97	103.01	4,635,526.50	1.19%	Aaa	2.00
			1.80%	4,588,417.97	0.73%	279.70	47,108.53	AA+	1.96
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021	2,138,480.60	99.05	2,119,650.74	0.54%	A2	2.05
			0.47%	2,138,480.60	0.92%	4,387.00	(18,829.86)	A	2.02
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various	5,121,796.88	104.17	5,208,400.00	1.35%	Aaa	2.13
			2.21%	5,121,796.88	0.77%	51,936.14	86,603.12	AA+	2.05
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,296,791.88	04/22/2019	3,320,358.80	103.54	3,413,574.14	0.88%	NR	2.13
			2.72%	3,320,358.80	1.14%	7,980.98	93,215.34	AAA	2.07
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019	1,045,410.00	105.23	1,052,262.00	0.27%	Aaa	2.19
			2.27%	1,045,410.00	0.83%	10,201.39	6,852.00	AA+	2.10
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019	4,000,280.00	103.34	4,133,728.00	1.07%	Aaa	2.19
			2.37%	4,000,280.00	0.83%	29,819.44	133,448.00	AA+	2.12
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019	1,286,078.20	104.52	1,327,376.06	0.34%	A1	2.19
			2.97%	1,286,078.20	1.16%	12,611.81	41,297.86	A	2.11
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021	2,892,976.56	98.82	2,865,788.70	0.74%	Aaa	2.21
			0.33%	2,892,976.56	0.79%	2,162.98	(27,187.86)	AA+	2.19
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021	1,774,112.50	99.57	1,767,383.48	0.45%	A2	2.21
			0.77%	1,774,112.50	0.95%	3,808.85	(6,729.02)	A	2.18
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	730,000.00	11/09/2021	729,837.06	99.31	724,995.12	0.19%	NR	2.25
			0.75%	729,837.06	1.05%	240.09	(4,841.94)	AAA	2.19
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	955,000.00	11/09/2021	954,979.66	99.39	949,129.62	0.24%	NR	2.25
			0.71%	954,979.66	1.37%	301.36	(5,850.04)	AAA	0.94
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	1,025,000.00	11/16/2021	1,024,783.93	99.76	1,022,526.68	0.26%	Aaa	2.27
			0.89%	1,024,783.93	0.99%	250.56	(2,257.25)	NR	2.13

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47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,290,000.00	07/13/2021 0.52%	1,289,884.93 1,289,884.93	98.86 1.02%	1,275,300.45 298.13	0.33% (14,584.48)	Aaa NR	2.29 2.30
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	102.73 0.82%	4,931,064.00 16,441.98	1.27% 97,782.75	Aaa AA+	2.33 2.27
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	780,000.00	10/13/2021 0.68%	779,980.11 779,980.11	99.25 1.06%	774,141.42 221.00	0.20% (5,838.69)	Aaa AAA	2.38 1.98
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	104.87 0.87%	5,767,663.00 7,467.02	1.48% 27,662.60	Aaa AA+	2.45 2.37
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	102.81 0.86%	5,037,812.50 270.72	1.29% 95,558.59	Aaa AA+	2.50 2.44
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	99.09 0.99%	3,071,762.11 9,095.49	0.79% (4,430.49)	A2 A+	2.54 2.50
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	102.43 1.20%	732,409.54 5,807.39	0.19% 18,989.69	A1 A+	2.62 2.53
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	103.86 0.89%	5,192,775.00 44,853.94	1.34% 52,540.62	Aaa AA+	2.62 2.53
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	105.11 0.95%	4,204,204.00 34,500.00	1.09% (2,556.00)	Aaa AA+	2.70 2.59
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	103.86 0.97%	3,515,661.00 20,310.00	0.91% 52,907.55	Aa2 AA-	2.75 2.65
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	101.88 0.94%	3,565,884.00 12,006.94	0.92% 1,609.00	Aaa AA+	2.79 2.72
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	103.68 0.93%	4,147,188.00 15,414.36	1.07% 56,719.25	Aaa AA+	2.84 2.74
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	102.74 1.26%	3,698,668.80 13,500.00	0.95% 100,540.80	A2 A	2.84 2.74
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	102.92 1.11%	2,668,772.65 8,207.57	0.69% 44,288.44	A2 A	2.86 2.76
74153WCQ0	Prcoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	99.84 1.21%	1,971,812.35 1,451.08	0.51% (1,153.40)	Aa3 AA-	2.93 2.87
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	100.08 0.97%	4,303,642.10 1,075.00	1.10% 6,437.10	Aaa AA+	2.97 2.92

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90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	102.31 1.25%	4,240,828.26 37,765.56	1.10% 104,657.11	A1 AA-	2.98 2.86
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	101.83 1.01%	4,297,116.28 33,144.58	1.11% 14,238.08	Aaa AA+	3.02 2.92
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	101.46 1.02%	6,671,271.15 38,080.21	1.72% 101,333.90	Aaa AA+	3.12 3.02
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	100.38 1.00%	7,026,796.00 26,757.60	1.81% (81,211.81)	Aaa AA+	3.16 3.09
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	98.64 1.04%	5,198,285.84 6,313.02	1.33% (60,857.96)	Aaa AA+	3.31 3.26
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00 1,037,330.00	101.54 1.60%	1,015,394.00 3,992.42	0.26% (21,936.00)	A2 A-	3.31 3.18
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	101.52 1.38%	2,802,956.16 8,513.08	0.72% (59,703.86)	A2 A-	3.33 3.22
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65 3,299,268.65	98.85 1.10%	3,257,153.63 2,262.57	0.84% (42,115.02)	A2 A-	3.42 3.36
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	98.03 1.08%	6,077,655.40 1,205.55	1.56% (119,076.50)	Aaa AA+	3.46 3.42
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20 1,565,968.20	99.05 1.16%	1,550,069.90 336.99	0.40% (15,898.30)	A2 A-	3.48 3.41
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	97.48 1.10%	6,141,208.50 10,500.00	1.58% (136,691.10)	Aaa AA+	3.56 3.51
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	97.04 1.10%	5,822,112.00 6,277.17	1.49% (56,950.50)	Aaa AA+	3.58 3.55
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	97.29 1.14%	6,114,619.94 8,249.06	1.57% (145,819.26)	Aaa AA+	3.65 3.60
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	97.32 1.11%	6,125,979.25 6,426.14	1.57% (150,366.80)	Aaa AA+	3.73 3.68
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	96.88 1.10%	3,100,000.00 2,043.96	0.80% (30,375.00)	Aaa AA+	3.75 3.71

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of December 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	97.46 1.18%	6,140,099.71 5,512.51	1.58% (132,261.14)	Aaa AAA	3.83 3.77
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	96.69 1.13%	5,801,484.00 2,569.06	1.49% (121,641.00)	Aaa AA+	3.84 3.79
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	97.59 1.14%	6,148,270.80 4,725.00	1.58% (131,624.20)	Aaa AA+	3.85 3.79
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	97.02 1.15%	3,686,889.20 1,252.75	0.95% (44,977.99)	Aaa AA+	3.92 3.87
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	97.43 1.55%	2,922,927.00 1,531.26	0.75% (46,773.00)	Aa2 AA+	3.95 3.85
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	97.17 1.53%	1,817,006.07 6,939.78	0.47% (3,382.83)	Aaa AA+	4.04 3.93
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	98.44 1.25%	6,290,015.67 11,027.19	1.62% (70,718.13)	Aaa AAA	4.30 4.20
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	99.07 1.22%	4,819,911.18 6,621.81	1.24% (24,072.02)	A1 AA	4.36 4.25
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	98.97 1.39%	796,736.68 1,182.90	0.20% (10,868.37)	A3 A+	4.37 4.24
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	98.54 1.46%	3,276,395.15 1,350.78	0.84% (47,141.85)	A1 A+	4.47 4.33
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 1.24%	3,007,920.00 3,007,920.00	98.98 1.53%	2,969,451.00 1,319.00	0.76% (38,469.00)	A2 A-	4.47 4.32
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	98.04 1.65%	2,227,377.92 12,496.00	0.57% (43,992.00)	Aa3 AA+	4.54 4.37
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	105.21 1.44%	1,578,112.50 3,316.25	0.41% (8,313.28)	NR NR	4.57 4.28
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	97.82 1.23%	1,535,778.71 4,000.90	0.39% (23,120.90)	Aaa AA+	4.67 4.55
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	97.89 1.72%	1,678,863.24 6,371.70	0.43% (34,558.96)	Aa3 AA-	4.71 4.52

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of December 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	98.94 1.28%	776,649.17 2,381.17	0.20% (6,867.18)	Aa2 AA	4.72 4.56
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	98.28 1.25%	3,076,079.49 6,997.36	0.79% (7,092.78)	Aaa AA+	4.75 4.62
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	99.40 1.25%	3,101,230.08 6,011.60	0.80% 242.58	Aaa AA+	4.84 4.68
TOTAL PORTFOLIO		386,915,367.51	1.23%	388,055,926.13	0.81%	389,063,237.24	100.00%	Aa1	2.10
TOTAL MARKET VALUE PLUS ACCRUED						390,100,686.72		AA	2.03

City of Corona Consolidated

Issuer Report



Account #10003

As of December 31, 2021

Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Local Agency Investment Fund	\$78,373,420.92	\$78,373,420.92	\$78,373,420.92	\$78,410,068.43	20.10%
Government of United States	\$69,920,000.00	\$70,034,887.52	\$70,253,494.18	\$70,454,680.15	18.06%
Federal Home Loan Mortgage Corp	\$42,887,218.64	\$43,327,930.72	\$43,418,128.56	\$43,512,652.08	11.15%
Federal National Mortgage Association	\$37,275,000.00	\$37,262,293.10	\$37,014,796.76	\$37,139,222.16	9.52%
Federal Home Loan Bank	\$22,300,000.00	\$22,891,820.40	\$23,139,068.10	\$23,229,677.83	5.95%
Inter-American Dev Bank	\$9,990,000.00	\$9,873,306.80	\$9,924,078.87	\$9,953,831.06	2.55%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$6,140,099.71	\$6,145,612.22	1.58%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,822,617.53	\$5,829,209.51	1.49%
Bank of America Corp	\$5,550,000.00	\$5,578,470.00	\$5,595,430.80	\$5,625,918.97	1.44%
Honda ABS	\$5,413,020.65	\$5,412,469.85	\$5,409,631.04	\$5,411,336.91	1.39%
Toyota ABS	\$5,070,000.00	\$5,069,215.01	\$5,046,613.54	\$5,047,442.01	1.29%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,819,911.18	\$4,826,532.99	1.24%
John Deere ABS	\$4,751,733.51	\$4,765,425.46	\$4,747,766.25	\$4,750,170.64	1.22%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,240,828.26	\$4,278,593.82	1.10%
Charles Schwab Corp/The	\$4,025,000.00	\$4,047,505.00	\$4,059,118.73	\$4,088,765.08	1.05%
Toronto Dominion Holdings	\$3,680,000.00	\$3,690,539.18	\$3,817,920.66	\$3,861,441.64	0.99%
Royal Bank of Canada	\$3,600,000.00	\$3,598,128.00	\$3,698,668.80	\$3,712,168.80	0.95%
Hyundai Auot Receivables	\$3,710,000.00	\$3,709,318.40	\$3,687,954.79	\$3,688,698.17	0.95%
Deere & Company	\$3,640,000.00	\$3,593,010.60	\$3,656,744.24	\$3,674,547.90	0.94%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,515,661.00	\$3,535,971.00	0.91%
Bank of New York	\$3,254,000.00	\$3,339,580.20	\$3,390,707.05	\$3,434,364.88	0.88%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,337,537.30	\$3,370,854.31	0.86%
Verizon Owner Trust	\$3,348,911.16	\$3,348,352.60	\$3,350,372.08	\$3,351,342.12	0.86%
Toyota Motor Corp	\$3,325,000.00	\$3,323,537.00	\$3,276,395.15	\$3,277,745.93	0.84%
Paccar Financial	\$3,015,000.00	\$3,012,476.85	\$3,125,014.44	\$3,161,667.39	0.81%
PNC Financial Services Group	\$3,050,000.00	\$3,049,725.50	\$3,079,478.25	\$3,111,236.38	0.80%
ChevronTexaco Corp	\$3,000,000.00	\$2,982,300.00	\$3,089,085.00	\$3,090,946.41	0.79%
Salesforce.com Inc	\$3,100,000.00	\$3,076,192.60	\$3,071,762.11	\$3,080,857.60	0.79%
Truist Financial Corporation	\$3,000,000.00	\$3,070,320.00	\$3,029,418.00	\$3,032,213.83	0.78%
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,922,927.00	\$2,924,458.26	0.75%

City of Corona Consolidated

Account #10003

Issuer Report

As of December 31, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Wal-Mart Stores	\$2,785,000.00	\$2,840,416.35	\$2,857,321.17	\$2,860,646.78	0.73%
Bank of Montreal Chicago	\$2,761,000.00	\$2,862,660.02	\$2,802,956.16	\$2,811,469.24	0.72%
Caterpillar Inc	\$2,593,000.00	\$2,624,484.21	\$2,668,772.65	\$2,676,980.22	0.69%
Berkshire Hathaway	\$2,500,000.00	\$2,425,225.00	\$2,552,755.00	\$2,572,998.06	0.66%
Apple Inc	\$2,215,000.00	\$2,112,644.85	\$2,268,004.95	\$2,276,569.62	0.58%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,227,377.92	\$2,239,873.92	0.57%
GM Financial Automobile Leasing Trust	\$2,145,000.00	\$2,144,970.83	\$2,124,440.17	\$2,124,695.78	0.54%
Prudential Financial Inc	\$1,975,000.00	\$1,972,965.75	\$1,971,812.35	\$1,973,263.43	0.51%
Hyundai Auto Lease Securitization	\$1,900,000.00	\$1,899,715.00	\$1,888,106.00	\$1,888,384.67	0.48%
Northwestern Mutual Gbl	\$1,870,000.00	\$1,820,388.90	\$1,817,006.07	\$1,823,945.85	0.47%
Metlife Inc	\$1,715,000.00	\$1,713,422.20	\$1,678,863.24	\$1,685,234.94	0.43%
Mercedes-Benz Auto Lease Trust	\$1,443,364.86	\$1,443,253.70	\$1,443,441.62	\$1,443,997.97	0.37%
Nissan ABS	\$1,412,922.58	\$1,412,847.98	\$1,424,327.69	\$1,425,539.66	0.37%
BMW Vehicle Lease Trust	\$950,000.00	\$949,901.96	\$942,748.66	\$942,800.91	0.24%
United Health Group Inc	\$805,000.00	\$807,605.05	\$796,736.68	\$797,919.58	0.20%
GM Financial Securitized Term Auto Trust	\$780,000.00	\$779,980.11	\$774,141.42	\$774,362.42	0.20%
Federated Govt Obligation Money Market Fund	\$769,775.19	\$769,775.19	\$769,775.19	\$769,775.19	0.20%
TOTAL	\$386,915,367.51	\$388,055,926.13	\$389,063,237.24	\$390,100,686.72	100.00%



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

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



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

Portfolio Performance

December 31, 2021

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

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%
4/30/2013	0.225%	0.020%	0.213%
5/31/2013	-0.474%	0.022%	-0.442%
6/30/2013	-0.505%	0.020%	-0.424%
7/31/2013	0.280%	0.022%	0.240%
8/31/2013	-0.238%	0.023%	-0.200%
9/30/2013	0.493%	0.021%	0.438%
10/31/2013	0.339%	0.021%	0.305%
11/30/2013	0.150%	0.022%	0.137%
12/31/2013	-0.423%	0.025%	-0.379%
1/31/2014	0.483%	0.018%	0.434%
2/28/2014	0.175%	0.018%	0.148%
3/31/2014	-0.271%	0.020%	-0.228%
4/30/2014	0.274%	0.017%	0.239%
5/31/2014	0.380%	0.020%	0.338%
6/30/2014	-0.058%	0.019%	-0.047%
7/31/2014	-0.200%	0.019%	-0.157%
8/31/2014	0.289%	0.021%	0.242%
9/30/2014	-0.151%	0.020%	-0.124%
10/31/2014	0.392%	0.020%	0.333%
11/30/2014	0.320%	0.021%	0.273%
12/31/2014	-0.210%	0.023%	-0.175%
1/31/2015	0.961%	0.023%	0.800%
2/28/2015	-0.419%	0.020%	-0.297%
3/31/2015	0.404%	0.024%	0.325%
4/30/2015	0.035%	0.021%	0.032%
5/31/2015	0.082%	0.025%	0.071%
6/30/2015	-0.143%	0.024%	-0.105%
7/31/2015	0.166%	0.026%	0.131%
8/31/2015	-0.009%	0.028%	0.000%
9/30/2015	0.490%	0.027%	0.401%
10/31/2015	-0.089%	0.027%	-0.069%
11/30/2015	-0.240%	0.030%	-0.201%
12/31/2015	-0.085%	0.034%	-0.070%
1/31/2016	0.917%	0.034%	0.836%
2/29/2016	0.206%	0.036%	0.180%
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

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

City of Corona Consolidated

Account #10003

Corona Supplemental

As of December 31, 2021



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$30,924,952.76	\$30,839,543.26	\$30,935,450.90	7.97%			
Agency	\$83,295,000.00	\$83,785,475.86	\$83,806,263.90	21.60%	1,559	1,011	3.761
CMO	\$19,167,218.64	\$19,786,517.56	\$19,675,780.32	5.07%			
Corporate	\$84,290,000.00	\$85,175,151.69	\$84,351,926.30	21.74%			
LAIF	\$78,373,420.92	\$78,373,420.92	\$78,373,420.92	20.20%	1	1	0.680
Money Market Fund	\$769,775.19	\$769,775.19	\$769,775.19	0.20%			
Municipal Bonds	\$3,385,000.00	\$3,515,661.00	\$3,462,753.45	0.89%			
Negotiable CD	\$500,000.00	\$500,019.00	\$499,999.98	0.13%	203	113	0.250
Supranational	\$16,290,000.00	\$16,064,178.58	\$16,145,667.65	4.16%			
US Treasury	\$69,920,000.00	\$70,253,494.18	\$70,034,887.52	18.05%	1,699	864	4.337
TOTAL PORTFOLIO	\$386,915,367.51	\$389,063,237.24	\$388,055,926.13	100.00%	1344	823	1.235
AVERAGE DAILY BALANCE			\$383,833,994.00				



M E M O R A N D U M

February 16, 2022

TO: City Clerk
**FROM: Kim Sitton
Finance Director**
SUBJECT: Monthly Fiscal Report, December 2021

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 December 2021, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Lillian Davis
Financial Analyst

DS
ll
DocuSigned by:
Christine Thompson
Accounting Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
Finance Director

DocuSigned by:
Roger Bradley
Assistant City Manager

DocuSigned by:
Chad Willardson
City Treasurer



CITY OF CORONA

Receipts and Disbursements

DECEMBER 31, 2021

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 6,736,789.79	\$ 46,810,682.77	\$ 48,310,236.74	\$ 5,237,235.82
Deposits in Transit	1,439,906.18	154,298.33	1,439,906.18	154,298.33
Outstanding Checks	(4,736,527.21)	4,736,527.21	3,124,211.47	(3,124,211.47)
Fiscal Agents	9,021,206.05	11,991.23	10,448.77	9,022,748.51
Investments	380,350,515.07	43,208,879.79	35,503,468.67	388,055,926.19
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	2,587.46	26,422.85	20,718.71	8,291.60
Credit Card Reconciling Items- Fees	(2,070.79)	2,070.79	2,233.70	(2,233.70)
TOTAL	\$ 392,822,554.55	\$ 94,950,872.97	\$ 88,411,224.24	\$ 399,362,203.28

*For information purposes only

Subject to final audit



CITY OF CORONA
Cash Status Report
DECEMBER 31, 2021

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 78,373,420.92	\$ -	\$ -	\$ -	\$ 78,373,420.92
Investment Account	309,682,505.27				309,682,505.27
Investment Total	388,055,926.19				388,055,926.19
General Account - Bank of America	4,803,294.50	7,391.65	(3,043,363.47)	6,057.90	1,773,380.58
Worker's Comp Account - Bank of America	433,941.32	146,906.68	(80,848.00)		500,000.00
Fiscal Agent Accounts	9,022,748.51				9,022,748.51
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 402,326,058.52	\$ 154,298.33	\$ (3,124,211.47)	\$ 6,057.90	399,362,203.28
GENERAL LEDGER GRAND TOTAL					\$ 399,362,203.28
Subject to final audit					



CITY OF CORONA
Cash Balance By Fund
DECEMBER 31, 2021

General Fund		\$ 107,880,923.94
Special Revenue Funds		
Gas Tax	8,705,002.45	
Measure A	18,583,086.19	
Trip Reduction	1,415,324.56	
Asset Forfeiture	565,875.50	
Development	27,098,443.18	
Residential Refuse/Recycling	13,870.18	
Landscape and Streetlight Maintenance	20,543,117.85	
Other Grants and Endowments	15,521,760.10	92,446,480.01
Debt Service Funds		
Public Financing Authority	20.40	20.40
Capital Project Funds		
Housing/Community Development	63,729.03	
Planned Local Drainage	325,446.36	
Other Grants	(5,694,982.21)	
Public Facility Project	(4,273,280.03)	
Corona Housing Authority	19,197,309.15	9,618,222.30
Enterprise Funds		
Water Utility	30,056,424.81	
Water Reclamation Utility	76,940,575.43	
Transit	536,259.68	
Electric Utility	25,380,129.90	
Airport	1,324,020.06	134,237,409.88
Internal Service Funds		
Fleet Operations	9,239,896.92	
Workers' Compensation	24,683,708.71	
Liability Risk	347,916.71	
Warehouse Services	565,141.81	
Information Technology	6,938,887.39	41,775,551.54
Fiduciary Funds		
AD & CFD Bond Funds	9,270,032.84	
AB109 PACT	24,862.17	
Successor Agency	4,108,700.20	13,403,595.21
 Total All Funds		 \$ 399,362,203.28

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
DECEMBER 31, 2021

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	30,924,952.76	30,839,543.26	30,935,450.90	7.97%
Agency	83,295,000.00	83,785,475.86	83,806,263.90	21.60%
CMO	19,167,218.64	19,786,517.56	19,675,780.32	5.07%
Commercial Paper	-	-	-	0.00%
Corporate	84,290,000.00	85,175,151.69	84,351,926.30	21.74%
LAIF	78,373,420.92	78,373,420.92	78,373,420.92	20.20%
Money Market Fund FI	769,775.19	769,775.19	769,775.25	0.20%
Municipal Bonds	3,385,000.00	3,515,661.00	3,462,753.45	0.89%
Negotiable CD	500,000.00	500,019.00	499,999.98	0.13%
Supranational	16,290,000.00	16,064,178.58	16,145,667.65	4.16%
US Treasury	69,920,000.00	70,253,494.18	70,034,887.52	18.05%
TOTAL PORTFOLIO	\$ 386,915,367.51	\$ 389,063,237.24	\$ 388,055,926.19	100.00%

Average Daily Balance

Subject to final audit



Staff Report

File #: 22-0043

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office

SUBJECT:

Mobile Crisis Management Team Cooperative Agreement between the County of Riverside University Health System - Behavioral Health and the City of Corona.

EXECUTIVE SUMMARY:

A Mobile Crisis Management Team Cooperative Agreement between the County of Riverside University Health System - Behavioral Health and the City of Corona fills a critical gap in addressing behavioral health crisis requests in the community.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Riverside University Health System - Behavioral Health Mobile Crisis Management Team Cooperative Agreement with a term beginning February 16, 2022 through June 30, 2024.
- b. Authorize the City Manager or, his designee, to execute the Riverside University Health System - Behavioral Health Mobile Crisis Management Team Cooperative Agreement.
- c. Authorize the City Manager, or his designee, to negotiate and execute any extensions, addendums, and/or amendments to this Cooperative Agreement which are either nonsubstantive or otherwise in compliance with the City Council's actions hereunder.

BACKGROUND & HISTORY:

On June 17, 2020, City Council adopted the Homeless Strategic Plan (the Plan) with the following vision:

- Comprehensive, five-year roadmap that will be implemented in phases over time;

- Document that supports a flexible and scalable system of services that can respond to changing needs, issues, and opportunities;
- Requires a Homeless Solutions Annual Action Plan (HSAAP) that is tied to the annual budget process;
- The HSAAP includes goals, implementing strategies, and specific milestones that guide each phase of Plan implementation.

On August 4, 2021, the City Council approved the Fiscal Year (FY) 2022 HSAAP which guides Phase II of the Homeless Strategic Plan.

The FY 2022 HSSAP includes goals and milestones related to development of public and private partnerships to strengthen Corona’s Homeless System of Services. Specifically, Goal 7 of the HSSAP directs staff to “develop partnerships with the County and Continuum of Care to support plan initiatives”.

ANALYSIS:

On November 3, 2021, the City Council approved a Cooperative Agreement between the County of Riverside University Health System - Behavioral Health (RUHS-BH) and the Corona Police Department. The Cooperative Agreement allows a Community Behavioral Assessment Therapist (CBAT) to partner with the Corona Police Department’s Homeless Outreach Psychological Evaluation Team in response to calls involving mental health issues.

Although the CBAT clinical therapist provides critical support to assist Corona PD in responding to mental health crisis calls for service, there is still a gap in services to address community wide behavioral health crisis requests. As a result of the strong collaboration between RUHS-BH and Corona Homeless Solutions, the topic of behavioral health issues and client needs is a regular topic of discussion. In October of 2021, RUHS-BH received an award notice for a Crisis Expansion Grant which will fund Mobile Crisis Management Teams (MCMT) in strategic locations throughout Riverside County. The County’s goal is to co-locate MCMT Teams in the cities of Blythe, Corona, Hemet, Indio, Moreno Valley, and Temecula. Although the grant is for three years, RUHS-BH is developing strategies to make the MCMT teams permanent through the County’s budget process.

Each MCMT Team will be comprised of a clinical therapist, substance abuse counselor, housing case manager, and peer specialist. MCMT assigned personnel will respond to behavioral health crisis requests from Corona PD, City of Corona Homeless Solutions Manager, City Net Corona, Corona Regional Medical Center, Corona school districts, City of Corona homeless shelter and motel shelter operators, treatment providers, or other community stakeholders. The purpose of MCMT is to respond to a behavioral health crisis and immediately connect the client to the RUHS system of services as may be appropriate. MCMT does not provide onsite supportive services at shelters, housing units or other facilities. MCMT is a field crisis response team. The following provides a high-level overview of the goals of the MCMT Program:

PROGRAM GOALS

1. Provide alternatives to those at risk of injury or death without appropriate mental health/substance use crisis/triage services provided directly in the community;
2. Reduce jail incarcerations and involuntary mental health treatment/hospitalizations for individuals whose behavior is influenced by a behavioral health disorder/crisis;
3. Attempt to divert individuals with behavioral health (mental health and/or substance use) problems into appropriate community services and supports; and
4. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available RUHS-BH and community resources using intensive care coordination best practices.

Although the MCMT Team will be assigned to the City of Corona and co-located in City office space, if there is an unmet need and they are otherwise available, the team may respond to surrounding/outer areas. MCMT will never serve clients in City offices or in other community facilities. MCMT is a field crisis team.

The City Attorney has reviewed and approved as to form the proposed Cooperative Agreement.

FINANCIAL IMPACT:

No appropriation is needed for this Cooperative Agreement. RUHS - BH will fully fund four staff members that comprise the MCMT Team without any offset or reimbursement required from the City of Corona. Although the County already conducts comprehensive DOJ and FBI background checks for all of its employees, the City of Corona will conduct secondary DOJ and FBI background checks for all MCMT employees since they will be co-located in City office space. The costs associated with the background checks are approximately \$28.50 per employee and will be paid through the Homeless Programs 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 commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This is merely an agreement to provide County staff who will respond to behavioral health crisis requests within the community. There is no possibility this will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KAREN ROPER, HOMELESS SOLUTIONS MANAGER

File #: 22-0043

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

Attachments:

1. Exhibit 1 - Riverside University Health System - Behavioral Health Mobile Crisis Management Team Cooperative Agreement

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF CORONA
FOR BEHAVIORAL HEALTH CRISIS RESPONSE AND CARE COORDINATION-
MOBILE CRISIS MANAGEMENT TEAM (MCMT)**

THIS COOPERATIVE AGREEMENT (“AGREEMENT”) is entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System - Behavioral Health (hereinafter “RUHS-BH”) and the City of Corona, a California municipal corporation, (hereinafter “CITY”) and is based on the following representations and statements of purpose (collectively “Parties” and each a “Party”).

- A. WHEREAS, CITY desires to enter into a Cooperative Agreement with RUHS-BH for Behavioral Health Crisis Response and Care Coordination-MCMT; and
- B. WHEREAS, CITY desires to identify and provide sufficient office space to accommodate RUHS-BH staff and provide work stations with internet access, outlets, white boards, storage and locking doors at CITY office space for use by RUHS-BH Assigned Personnel (as defined in Attachment 1); and
- C. WHEREAS, RUHS-BH is qualified to provide Behavioral Health Crisis Response and Care Coordination-MCMT; and
- D. WHEREAS, RUHS-BH Mobile Crisis Management Team (MCMT) assigned personnel will respond to behavioral health crisis requests from Corona PD, City of Corona Homeless Solutions Manager, City Net Corona, Corona Regional Medical Center, Corona school districts, City of Corona homeless shelter and motel shelter operators, treatment providers, or other community stakeholders. The purpose of MCMT is to respond to a behavioral health crisis and immediately connect the client to the RUHS system of services as may be appropriate. MCMT does not provide onsite supportive services at shelters, housing units or other facilities. MCMT is a field crisis response team; and
- E. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by CITY and RUHS-BH; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of the AGREEMENT between the Parties is to outline the roles and duties of the Parties to provide Behavioral Health Crisis Response and Care Coordination-MCMT.

II. PROGRAM GOALS

- A. Provide alternatives to those at risk of injury or death without appropriate mental health/substance use crisis/triage services provided directly in the community.
- B. Reduce jail incarcerations and involuntary mental health treatment/hospitalizations for individuals whose behavior is influenced by a behavioral health disorder/crisis.
- C. Attempt to divert individuals with behavioral health (mental health and/or substance use) problems into appropriate community services and supports.
- D. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available RUHS-BH and community resources using intensive care coordination best practices.

III. DUTIES AND RESPONSIBILITIES

A. RUHS-BH RESPONSIBILITIES

The duties and responsibilities of RUHS-BH are set forth in Attachment 1, attached hereto and incorporated herein by reference.

B. CITY RESPONSIBILITIES

The duties and responsibilities of CITY are set forth in Attachment 1, attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

- A. RUHS-BH shall provide appropriate staffing without offset or reimbursement from CITY.
- B. CITY shall identify and provide sufficient office space to accommodate up to four (4) RUHS-BH Assigned Personnel and provide work stations with, outlets, storage and locking doors at CITY office space for use by RUHS-BH Assigned Personnel, as further described in Attachment 1.
- C. If the Parties desire to provide for reimbursement of any services provided by either Party, it shall be done through an amendment to this AGREEMENT.

D. Equipment purchased by either Party will remain their property and shall be returned to them upon termination of this AGREEMENT.

This AGREEMENT shall be funded through funds identified in the annual RUHS-BH budgets and is subject to change dependent on funding fluctuations.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective beginning February 16, 2022 and ending June 30, 2024. Thereafter, this AGREEMENT may be renewed annually upon mutual consent by both Parties and upon availability of funding.

B. ALTERATION OF TERMS AND ENTIRE AGREEMENT

This AGREEMENT, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications. No addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the Parties.

C. AMENDMENTS

In the event that either Party desires to amend the terms of this AGREEMENT, the Parties will comply with the terms of this AGREEMENT until such time as the amendment is approved or formal action is taken by the County of Riverside Board of Supervisors and the Corona City Council.

D. TERMINATION

This AGREEMENT may be terminated by either Party by giving 30 days written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for cause, such as a willful and/or material breach of the AGREEMENT by either party by giving five (5) days written notice of intention to terminate by certified mail.

E. NOTICES

All notices, claims correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

RUHS-BH: County of Riverside
Riverside University Health System - Behavioral Health
Program Support Unit
4095 County Circle Drive
Riverside, CA 92503

CITY: City of Corona
Homeless Solutions
400 S. Vicentia Avenue
Corona, CA 92882

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are reduced to writing and deposited in the United States mail, postage prepaid, and addressed as above. Any notices, correspondences, reports, and/or statements authorized or required by this AGREEMENT addressed in any other fashion shall not be acceptable.

F. CONFIDENTIALITY

CITY and RUHS-BH shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this AGREEMENT in accordance with all applicable Federal, State and local laws and regulations. CITY and RUHS-BH will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning persons receiving services pursuant to this AGREEMENT are kept confidential.

CITY and RUHS-BH shall maintain the confidentiality of all health records concerning persons receiving services pursuant to this AGREEMENT that it maintains, receives, or sends. Records include, but may not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records. CITY and RUHS-BH shall have reasonable safeguards in place to prevent unauthorized access to such records.

Applicable Confidentiality Laws include, but may not be limited to, California Welfare & Institutions Code, Sections 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. CITY and RUHS-BH shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of agreement to fully comply with, such confidentiality provisions.

Each Party shall indemnify and hold harmless the other Party and its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unauthorized disclosure of any records or other identifying information concerning persons receiving services pursuant to this AGREEMENT.

RUHS-BH agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. RUHS-BH will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning criminal violations and related law enforcement activities they may be receiving are kept confidential. RUHS-BH will not divulge CITY confidential information to any unauthorized person. RUHS-BH shall indemnify and hold harmless CITY and its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unauthorized disclosure of any records or other individually identifiable information concerning criminal violations and related law enforcement activities.

RUHS-BH shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to CITY, including, but not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records. RUHS-BH shall have reasonable safeguards in place to prevent unauthorized access to records.

VI. MISCELLANEOUS PROVISIONS

- A. SEVERABILITY: If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- B. INDEPENDENT PARTNERS: It is understood and agreed RUHS-BH AND CITY is each an independent entity and that no relationship of employer employee exists between the Parties hereto. Neither Party shall be responsible for the payment of any compensation or benefits for any employees of the other Party. CITY shall not be entitled to any benefits payable to employees of the County of Riverside or RUHS-BH, including County Workers' Compensation Benefits. RUHS-BH shall not be entitled to any benefits payable to employees of the City of Corona or CITY, including County Workers' Compensation Benefits. . RUHS-BH shall pay all wages, salaries, and other amounts due to any employees of RUHS-BH in connection with their performance of under this Agreement and as required by law. RUHS-BH shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

C. INSURANCE-INDEMNIFICATION: Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, agents and employees, from and against any and all claims, demands, judgments or liabilities whatsoever, including wrongful death, arising from any and all negligent acts or omissions of the indemnifying party and its elected officials, officers, agents and employees when acting pursuant to the terms of this AGREEMENT. Without limiting such indemnification, each Party shall maintain, at its sole cost and expense, the following insurance policies evidencing coverage during the entire term of the AGREEMENT:

1. General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate.
2. Workers' Compensation insurance in accordance with statutory requirements.
3. If motor vehicles are used pursuant to this AGREEMENT, not less than \$1,000,000 combined single limit for damage to property and injury to persons.

These requirements may be met by a program of self-insurance.

D. RECORD RETENTION: RUHS-BH agrees to retain all records pertaining to this AGREEMENT for a period of three years after termination of this AGREEMENT, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, RUHS-BH shall retain the original records until the resolution of such litigation or audit.

E. JURISDICTION, VENUE, ATTORNEY'S FEES: This AGREEMENT is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

SIGNATORIES

RUHS-BH and CITY mutually agree to fully and faithfully perform all applications set forth in this AGREEMENT. Both parties agree to have their duly authorized signatories sign this AGREEMENT.

COUNTY ADDRESS:
County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:
County of Riverside
Riverside University Health System - Behavioral Health
Attn: Program Support
P.O. Box 7549
Riverside, CA 92503-7549

CA\JR\01200.20007\10260852.6

CITY OF CORONA:

COUNTY OF RIVERSIDE:

Signed: _____
Jacob Ellis

Matthew Chang, M.D., MMM, Director
Riverside University Health System -
Behavioral Health

Title: City Manager _____

Date: _____

Date: _____

ATTEST: _____
City Clerk

Deputy: _____

Address: City of Corona
Homeless Solutions
400 S. Vicentia Avenue
Corona, CA 92882

CITY ATTORNEY:
Approved as to Form

COUNTY COUNSEL:
GREGORY P. PRIAMOS
Approved as to Form

By: _____
City Attorney

By: _____
Deputy County Counsel

ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

1. RUHS-BH will provide appropriate staffing (“RUHS-BH Assigned Personnel”) to work with CITY and surrounding communities. If the RUHS-BH Assigned Personnel are determined by CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, or a threat to the safety of persons or property, such RUHS-BH Assigned Personnel shall be promptly removed by RUHS-BH and shall not be permitted to provide services to CITY under this Agreement and RUHS-BH shall substitute other personnel of at least equal competence upon written approval of CITY.
2. RUHS-BH Mobile Crisis Management Team (MCMT) assigned personnel will respond to behavioral health crisis requests from Corona PD, City of Corona Homeless Solutions Manager, City Net Corona, Corona Regional Medical Center, Corona school districts, City of Corona homeless shelter and motel shelter operators, treatment providers, or other community stakeholders. The purpose of MCMT is to respond to a behavioral health crisis and immediately connect the client to the RUHS system of services as may be appropriate. MCMT does not provide onsite supportive or treatment services at shelters, housing units or other facilities. MCMT is a field crisis response team that employs intensive care coordination practices to guide community members to successful admission into need treatment and supportive services.

CITY Assignments:

1. RUHS-BH Assigned Personnel will work directly with CITY and with CITY administrators to bring direct knowledge and experience regarding behavioral health resources.
2. RUHS-BH will provide RUHS-BH Assigned Personnel with cell phones that have e-mail functionality.
3. RUHS-BH Information Technology (IT) staff will coordinate IT installation of RUHS-BH ELMR database and e-mail with CITY IT staff.
4. RUHS-BH Assigned Personnel will work to find alternatives to divert persons experiencing a behavioral health crisis into mental health and/or substance use disorder treatment services, emergency housing, hospitalization, transitional housing, physical health care, and other supportive consumer needs to assist in stabilization of the behavioral health crisis.

5. RUHS-BH Assigned Personnel will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use, and/or social services resources.
6. RUHS-BH Assigned Personnel will provide alternatives to mental health involuntary treatment through referral and linkage to other community based mental health/substance use and social services resources.
7. RUHS-BH Assigned Personnel will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.
8. RUHS-BH Assigned Personnel will work with CITY to provide direct intervention from the perspective of mental health background and training.
9. RUHS-BH Assigned Personnel can provide engagement and outreach services to homeless mentally ill persons who come in contact with CITY police officers and other City teams, MCMT also specializes in assisting Cities with encampment response protocols.
10. RUHS-BH Assigned Personnel will provide assistance in dealing with calls involving domestic disturbances or violence that involve persons with potential mentally ill or substance use issues. RUHS-BH Assigned Personnel will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
11. RUHS-BH Assigned Personnel will coordinate with jail incarceration diversion teams and programs including mental health and drug courts to intervene and help to divert persons with a serious behavioral health disorders and co-occurring disorders into appropriate and recommended collaborative court treatment services and supports.
12. RUHS-BH Assigned Personnel will develop public information brochures regarding Corona MCMT, contact information and phone numbers for community resources and referrals, and Frequently Asked Questions (FAQs).
13. RUHS-BH Assigned Personnel shall submit to a criminal background check prior to performance of any work, services or activities under this AGREEMENT and prior to being provided access to City office space. Background checks will be performed by the CITY at CITY'S expense. Based on the results of the background check, CITY may refuse or limit (i) the participation of any RUHS-BH Assigned Personnel in work, services or activities under this AGREEMENT and/or (ii) access to City office space.
14. And other duties as agreed upon by both Parties.

B. CITY RESPONSIBILITIES

1. CITY shall identify and provide sufficient office space to accommodate up to four (4) RUHS-BH Assigned Personnel . The office space will have four desks with outlets, white board, storage and locking door. Access for RUHS-BH Assigned Personnel shall be limited to the hours of 8:00 a.m. to 10:00 p.m. Monday through Friday.
2. CITY will permit RUHS-BH Assigned Personnel to accompany CITY personnel responding to requests for assistance in the field involving potential mental health, substance use and/or homeless issues.
3. CITY will provide RUHS-BH Assigned Personnel with appropriate access cards into CITY office space as identified by CITY. The access cards for RUHS-BH Assigned Personnel shall be programmed to operate only during the hours of 8:00 a.m. to 10:00 p.m. Monday through Friday.
4. CITY IT staff will coordinate IT installations with RUHS-BH IT.
5. CITY will provide opportunities for RUHS-BH Assigned Personnel to collaborate with City partners and agencies where MCMT can assist in crisis response and community support.
6. And other duties as agreed upon between by both Parties.



Staff Report

File #: 22-0044

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office

SUBJECT:
Second Amendment to City Net Fiscal Year 2022 Homeless Services Agreement.

EXECUTIVE SUMMARY:

Approval of the second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement will address emergency shelter gaps and unmet service needs in Corona's homeless system of services.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement and increase the Corona scope of services by \$356,329.31 for an increased compensation total of \$1,292,368.31 for the Corona scope of services and a new maximum contract obligation of \$1,784,628.31 for the period of February 16, 2022 through June 30, 2022.
- b. Authorize the City Manager, or his designee, to execute the Second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement.
- c. Authorize the City Manager, or his designee, to approve non-substantive amendments, including term of agreement and line-item adjustments within the approved program budget for the Second Amendment to the City Net Fiscal Year 2022 Collaborative Homeless Services Agreement.

BACKGROUND & HISTORY:

On June 17, 2020, City Council adopted the Homeless Strategic Plan (the Plan) with the following vision:

- Comprehensive, five-year roadmap that will be implemented in phases over time;
- Document that supports a flexible and scalable system of services that can respond to changing needs, issues, and opportunities;
- Requires a Homeless Solutions Annual Action Plan (HSAAP) that is tied to the annual budget process; and
- The HSAAP includes goals, implementing strategies, and specific milestones that guide each phase of Plan implementation.

On August 4, 2021, the City Council approved the Fiscal Year (FY) 2022 HSAAP which guides Phase II of the Homeless Strategic Plan.

The FY 2022 HSSAP includes goals and milestones related to development of low-barrier emergency shelter and expanded outreach and engagement. Accordingly, the programs and services in the proposed 2nd amendment align with Goal 1 to develop emergency shelter services and Goal 2 to expand outreach and engagement services.

ANALYSIS:

The City Net FY 2022 Collaborative Homeless Services Agreement has two scopes of services. One for the City of Corona and one for the City of Norco. The City of Corona scope of services includes homeless street outreach, engagement, case management, motel voucher emergency shelter and Make It Cozy program services. The proposed 2nd Amendment only affects the Corona scope of services.

The existing City of Corona Motel Voucher Emergency Shelter Program provides emergency shelter to Corona homeless with documentable ties to the City in 20 rooms per night. The contract also has a provision that allows expansion of the motel shelter during the winter months.

Due to COVID, rising costs in the housing market and increased food, gas, and other essential living costs as well as other issues impacting the economy, the City of Corona is experiencing an increase in first time homeless as a result of evictions and foreclosures. In addition, there has been increased demand to assist medically compromised homeless seniors and chronically homeless living with drug addiction who require higher levels of care due to chronic health diseases and physical disabilities.

Furthermore, due to challenges with a tight rental market and landlords who are less inclined to accept formerly homeless clients with credit issues, additional case management support, housing navigation, move-in costs, landlord incentives and other best practice support services are needed to successfully transition more of our motel shelter clients to permanent housing. There is also a need for two additional case managers to support outreach and engagement to respond to homeless issues affecting City Departments, businesses, and residents. The proposed amendment also builds in costs to allow our motel shelter program to provide 10 additional rooms per night to accommodate increased demand while our Harrison Shelter is being renovated.

The two existing City Net case managers work Monday through Friday from 7:00 am to 3:30 pm. If the proposed contract amendment is approved by City Council, the two new case managers will work Saturday through Wednesday from noon to 8:30 pm. This service expansion will not only provide some after-hours and weekend coverage, but also provide additional client referral support to our Community Services Department Parks and Library staff.

The second amendment was initially scheduled for the January 5, 2022 Council meeting with a primary focus on adding two new case managers; however, the agenda item was moved to the February 16, 2022 Council meeting to give staff time to work with City Net to develop a budget for expanded motel shelter and supportive services. The 42-day case manager cost difference associated with the Council meeting date change was added the Operations and Program Expenses budget line item of the Amendment to address service and shelter gaps in the City.

Like most nonprofits in the homeless/housing arena, City Net is experiencing challenges with staff turn-over due to the current labor market. To successfully recruit new employees, City Net may sometimes have a need to offer hourly rates that are slightly higher than the rates outlined in the contract. To ensure that shelter operations are not comprised due to staff vacancies and prevent City Net from operating at a loss, the contract amendment includes a new clause that authorizes the City Manager to increase City Net's hourly compensation rates provided that the total amount budgeted for labor shall not be exceeded. Because of periodic staff turnover and vacancies, the approved labor budget line item should be able to support minor changes in the hourly rates of City Net staff. Otherwise, staff would return to Council to request a budget increase if such would become necessary.

FINANCIAL IMPACT:

Approval of the recommended actions will not result in any additional fiscal impacts to the City. Funding for emergency shelter and supportive service programs was included in the Fiscal Year 2022 budget, which was adopted by City Council on June 16, 2021. Furthermore, due to delays in opening the Harrison Emergency Shelter, there is sufficient funding in the Homeless Programs Budget to fund the proposed services.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves the amendment of a nonprofit agreement to provide expanded emergency shelter services and supportive services. These services will not have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KAREN ROPER, HOMELESS SOLUTIONS MANAGER

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

Attachments:

1. Exhibit 1 - City Net 2nd Amendment to FY 2022 Collaborative Homeless Services Agreement
2. Exhibit 2 - City Net 2nd Amendment Redline Version of Agreement
3. Exhibit 3 - City Net 1st Amendment to FY 2022 Collaborative Homeless Services Agreement

**SECOND AMENDMENT TO
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

1. PARTIES AND DATE.

This Second Amendment to Professional Services Agreement (“Second Amendment”) is made and entered into this 16th day of February, 2022 by and between the City of Corona (“City”) and Kingdom Causes, Inc., DBA City Net, a California Domestic Nonprofit Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement for FY 2022 Collaborative Homeless Services dated July 1, 2021 (“Agreement”), whereby Consultant agreed to provide homeless street outreach, engagement, case management, motel voucher emergency shelter and Make It Cozy program services in the City of Corona (“Corona Services”) and in the City of Norco (“Norco Services”).

2.2 First Amendment – Corona Services. On October 6, 2021, City and Consultant amended the Agreement for the first time to expand the Corona Services to include expanded Motel Voucher Emergency Shelter Program services to support referrals from the Corona Police Department in the event the Path of Life Shelter and/or City of Corona Harrison Shelter are not available due to health and safety issues, such as COVID-19, or due to shelter bed utilization rates.

2.3 Second Amendment – Corona Services. City and Consultant desire to amend the Agreement for a second time to expand Corona Services to include one part-time dispatch case manager, two additional full time case managers and expanded outreach, engagement, housing navigation, Motel Emergency Shelter Program and Whatever-It-Takes supportive services to facilitate client transitions from the streets to shelter and permanent housing, as well as community engagement staff to support regional and local events and meetings with the City of Corona.

3. TERMS.

3.1 Exhibit “A” (Scope of Services for City of Corona). Exhibit “A” (Scope of Services for City of Corona) of the Agreement is hereby amended to add those services provided in Exhibit “2A” (Scope of Services for City of Corona – Expanded Case Management, Motel Emergency Shelter and Supportive Services) attached hereto and incorporated herein by reference.

3.2 Exhibit “C” (Compensation - City of Corona). Exhibit “1C” (Compensation -

City of Corona) of the Agreement is deleted in its entirety and replaced with Exhibit “2C” (Compensation - City of Corona) attached hereto and incorporated herein by reference.

3.3 Rates & Total Compensation. Section 3.3 of the First Amendment to the Agreement is hereby deleted in its entirety and replaced with the following:

“Consultant shall receive compensation, including authorized reimbursements, for the Corona Services rendered under this Agreement at the rates set forth in Exhibit ”2C” as attached. Consultant shall receive compensation, including authorized reimbursements, for the Norco Services rendered under this Agreement at the rates set forth in Exhibit” C-1” of the Agreement. The total compensation, including authorized reimbursements, for the Services shall not exceed One Million Seven Hundred Eighty-Four Thousand Six Hundred Twenty-Eight and 31/100 (\$1,784,628.31) (“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.”

3.4 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CORONA’S SIGNATURE PAGE FOR

**SECOND AMENDMENT TO
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the 16th day of February, 2022.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By:

DocuSigned by:

79EB81958894429...

Karen Roper
Homeless Solutions Manager

Reviewed By:

DocuSigned by:

7EA1A220C1F949E...

Scott Briggs
Acting Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR
SECOND AMENDMENT TO
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

**KINGDOM CAUSES, INC. DBA CITY NET
A CALIFORNIA NON-PROFIT CORPORATION**

By: 
166AEC444286466...
Brad Fieldhouse
President/Executive Director

**EXHIBIT “2A”
SCOPE OF SERVICES
FOR CITY OF CORONA
EXPANDED CASE MANAGEMENT,
MOTEL EMERGENCY SHELTER AND SUPPORTIVE SERVICES**

“Exhibit “A” (Scope of Services for City of Corona) of the Agreement is hereby amended to add those services provided below. All other terms and conditions outlined in Exhibit “A” of the Agreement and Exhibit “1A” of the First Amendment to the Agreement remain unchanged.

Program Goals and Objectives

City Net will provide expanded Outreach, Engagement, Housing Navigation, Whatever-It-Takes Supportive Services to facilitate housing placements and expanded Motel Voucher Emergency Shelter Program services to address unmet needs of Corona’s homeless population.

Description of Services

- ✓ City Net will increase Case Management staff from 2 to 4 FTEs with schedules as follows:
 - The 2 new Case Managers will work the following schedule: Saturday through Wednesday from noon to 8:30 pm.
 - The existing 2 Case Managers will continue to work the following schedule: Monday through Friday from 7:00 am to 3:30 pm.
- ✓ City Net will provide a part-time Dispatch Case Manager who will respond to recorded and live inquiries so that the 4 Case Managers can focus on outreach, engagement, case management, and housing navigation services for street homeless and motel shelter clients.
- ✓ City Net will provide part-time community engagement staff to support regional and local events and meetings with the City of Corona. Examples include Riverside County Continuum of Care Meetings, City of Corona Homeless Strategic Plan Working Group meetings, regional Point in Time Count of the Homeless, special law enforcement events, and other meetings and events as may be needed.
- ✓ City Net will provide expanded Motel Voucher Emergency Shelter Program services to support provision of additional shelter during the winter months as well as to address unmet shelter needs in Corona. Motel Shelter capacity will be expanded from 20 rooms up to 30 rooms per night. City Net will manage motel shelter room capacity within the program budget.
- ✓ City Net will provide expanded Whatever-It-Takes supportive services to facilitate crisis stabilization and successful placements in permanent housing, including security deposits, first/last month’s rent, landlord incentives, moving costs/relocations, and other supportive services.

**EXHIBIT “2C”
COMPENSATION
CITY OF CORONA**

Labor – A: Program Supervisor, Case Managers for Outreach, Engagement, Case Management, Housing Navigation, Executive Leadership, Finance and Billing, Human Resources, Operations, Data Entry and Reporting		\$ 178,358.00
Labor Increase A1:		\$50,760.81
Revised Labor Sub-total – A2:		\$229,118.81
Operations and Program Expenses - B: Materials and Supplies for PPE, Client services for emergency supplies and “whatever-it-takes” client needs (food cards, clothing, blankets/bedding, hygiene items, landlord incentives, moving costs/relocations, rental assistance and move-in costs for rapid rehousing, permanent housing, sober living homes, room and board, shared housing rooms for rent, local transportation, program fees, employment equipment, and documentation); Client transport: vehicle lease, gas, vehicle insurance, maintenance; Motel room rental and room tax, Motel damages and pet fees; and Make It Cozy storage/warehouse license fee, license insurance, building maintenance/repairs, and miscellaneous program expenses, Office space separate from Corona PD staffing offices. Space is for confidential client files and materials/supplies storage; phones, computers, and equipment; uniforms, copies, forms, office supplies, equipment; IT support and client management software licenses; financial audit; and liability insurance.		\$ 672,587.00
Operations and Program Expenses - Client Services Increase B1:		\$273,174.93
Revised Operations and Program Expenses - Client Services Subtotal – B2:		\$ 945,761.93
Revised Corona Project Expenses (A2+B2):		\$1,174,880.74
Administrative Expenses - C: City Net Indirect Costs - 10% of project expenses: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other types of required insurance, legal, staff development, communications, contingencies, etc.).		\$ 85,094.00
City Net Indirect Administrative Expenses Increase C1:		\$32,393.57
Revised City Net Indirect Administrative Expenses Subtotal C2:		\$117,487.57
Original Corona Compensation Total (A+B+C):		\$936,039.00
Subtotal of Corona Budget Increase (A1+B1+C1):		\$356,329.31
Revised Total City of Corona Budget (A2+B2+C2):		\$1,292,368.31
Labor		
Title/Role	Fully Loaded Hourly Compensation*	
Program Supervisor	\$34.00	
Case Manager	\$24.50	
Weekend Case Manager	\$37.81	
Data Entry Reporting	\$22.00	
Dispatch Case Manager	\$27.00	
Operations	\$24.00	
Finance and Billing	\$27.60	
Human Resources	\$28.00	
Community Engagement	\$25.44	
Executive Leadership	\$75.00	
*The City’s City Manager may authorize an increase in the hourly compensation rates if he determines, in his sole discretion, that such an increase is necessary in order for City Net to adequately provide the Corona Services, provided that the total amount budgeted for labor shall not be exceeded.		

SECOND AMENDMENT TO
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)

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(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

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CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By:

Karen Roper
Homeless Solutions Manager

Reviewed By:

Scott Briggs
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

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**KINGDOM CAUSES, INC. DBA CITY NET
A CALIFORNIA NON-PROFIT CORPORATION**

By:

Brad Fieldhouse
President/Executive Director

**EXHIBIT “2A”
SCOPE OF SERVICES
FOR CITY OF CORONA
EXPANDED CASE MANAGEMENT,
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 - The 2 new Case Managers will work the following schedule: Saturday through Wednesday from noon to 8:30 pm.
 - The existing 2 Case Managers will continue to work the following schedule ~~of~~: Monday through Friday from 7:00 am to 3:30 pm.
- ✓ City Net will provide a part-time Dispatch Case Manager who will respond to recorded and live inquiries so that the 4 Case Managers can focus on outreach, engagement, case management, and housing navigation services for street homeless and motel shelter clients.
- ✓ City Net will provide part-time community engagement staff to support regional and local events and meetings with the City of Corona. Examples include Riverside County Continuum of Care Meetings, City of Corona Homeless Strategic Plan Working Group meetings, regional Point in Time Count of the Homeless, special law enforcement events, and other meetings and events as may be needed.
- ✓ City Net will provide expanded Motel Voucher Emergency Shelter Program services to support provision of additional shelter during the winter months as well as to address unmet shelter needs in Corona. Motel Shelter capacity will be expanded from 20 rooms up to 30 rooms per night. City Net will manage motel shelter room capacity within the program budget.
- ✓ City Net will provide expanded Whatever-It-Takes supportive services to facilitate crisis stabilization and successful placements in permanent housing, including security deposits, first/last month’s rent, landlord incentives, moving costs/relocations, and other supportive services.

**EXHIBIT "2C"
COMPENSATION
CITY OF CORONA**

Labor – A: Program Supervisor, Case Managers for Outreach, Engagement, and Case Management, <u>Housing Navigation</u> , Executive Leadership, Finance and Billing, Human Resources, Operations, Data Entry and Reporting				
\$137,511 178,358.00				
Labor Increase				\$40,847
A1:				<u>50,760.81</u>
Revised Labor Sub-total –				\$178,358
A2:				<u>229,118.81</u>
Operations and Program Expenses - B: Materials and Supplies for PPE, Client services for emergency supplies <u>and</u> <u>"whatever-it-takes" client needs</u> (food cards, clothing, blankets/bedding, hygiene items, <u>landlord incentives</u> , <u>moving costs</u> /relocations, rental assistance and move-in costs for rapid rehousing, <u>permanent housing</u> , sober living homes, room and board, <u>shared housing</u> rooms for rent, local transportation, program fees, employment equipment, and documentation); Client transport: vehicle lease, gas, vehicle insurance, maintenance; Motel room rental and room tax, Motel damages and pet fees; and Make It Cozy storage/warehouse license fee, license insurance, building maintenance/repairs, and miscellaneous program expenses, Office space separate from Corona PD staffing offices. Space is for confidential client files and materials/supplies storage; phones, computers, and equipment; uniforms, copies, forms, office supplies, equipment; IT support and client management software licenses; financial audit; and liability insurance.				
\$643,751 672,587.00				
Operations and Program Expenses - Client Services Increase B1:				\$28,836
				<u>273,174.93</u>
Revised Operations and Program Expenses - Client Services Subtotal – B2:				\$672,587
				<u>945,761.93</u>
Revised Corona Project Expenses (A2+B2):				\$850,945
				<u>1,174,880.74</u>
Administrative Expenses - C: City Net Indirect Costs - 10% of project expenses: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other types of required insurance, legal, staff development, communications, contingencies, etc.).				
City Net Indirect Administrative Expenses Increase C1:				\$6,968
				<u>32,393.57</u>
Revised City Net Indirect Administrative Expenses Subtotal C2:				\$85,094
				<u>117,487.57</u>
Original Corona Compensation Total (A+B+C):				\$859,388
				<u>936,039.00</u>
Subtotal of Corona Budget Increase (A1+B1+C1):				\$76,651
				<u>356,329.31</u>
Revised Total City of Corona Budget (A2+B2+C2):				\$936,039
				<u>1,292,368.31</u>
Labor				
Title/Role	Description/Shift	Fully Loaded Hourly Compensation*	Hours Per Week	Weeks
Program Supervisor	Staff supervision, scheduling, project management	\$34.00	4 Original Agreement ----- Motel Activation Amendment = Increase of 2 additional hours up to 76.50 additional hours per week	52 Original Agreement ----- Motel Activation Amendment Period for increased hours = 38.14 weeks
Case Manager	1 staff x 5 days (outreach, engagement, case management, housing navigation and supportive services)	\$24.50	40	52
Case Manager	1 staff x 5 days (outreach, engagement, case management,	\$24.50	40	52

	housing navigation and supportive services)			
<u>Weekend Case Manager</u>	<u>Motel weekend coverage as needed</u>	\$37.81	4	52
Data Entry Reporting	<u>HMIS data entry</u>	\$22.00	4	52
<u>Dispatch Case Manager</u>		<u>\$27.00</u>		
Operations	<u>Inventory, purchasing, technical support</u>	\$24.00	2	52
Finance and Billing	<u>Payroll, billing</u>	\$27.60	2	52
Human Resources	<u>Staff recruiting, hiring, training, disputes</u>	\$28.00	2	52
<u>Community Engagement</u>		<u>\$25.44</u>		
Executive Leadership	<u>Project oversight, quality control, communications, compliance</u>	\$75.00	2	52
<p>* <u>The City's City Manager may authorize an increase in the hourly compensation rates if he determines, in his sole discretion, that such an increase is necessary in order for City Net to adequately provide the Corona Services, provided that the total amount budgeted for labor shall not be exceeded.</u></p>				

**FIRST AMENDMENT TO
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

1. PARTIES AND DATE.

This First Amendment to Professional Services Agreement (“First Amendment”) is made and entered into this 6th day of October, 2021 by and between the City of Corona (“City”) and Kingdom Causes, Inc., DBA City Net, a California Domestic Nonprofit Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement for FY 2022 Collaborative Homeless Services dated July 1, 2021 (“Agreement”), whereby Consultant agreed to provide homeless street outreach, engagement, case management, motel voucher emergency shelter and Make It Cozy program services in the City of Corona (“Corona Services”) and in the City of Norco (“Norco Services”).

2.2 Amendment – Corona Services. City and Consultant desire to amend the Agreement for the first time to expand Corona Services to include expanded Motel Voucher Emergency Shelter Program services to support referrals from the Corona Police Department (“CPD”). As is more specifically described in Exhibit “1A” attached hereto, the expanded services are designed to provide additional shelter referral resources to CPD if the Path of Life Shelter and/or City of Corona Harrison Shelter are not available due to health and safety issues, such as COVID-19, or due to shelter bed utilization rates.

3. TERMS.

3.1 Exhibit “A” (Scope of Services for City of Corona). Exhibit “A” (Scope of Services for City of Corona) of the Agreement is hereby amended to add those services provided in Exhibit “1A” (Scope of Services for City of Corona – CPD Referrals) attached hereto and incorporated herein by reference.

3.2 Exhibit “C” (Compensation - City of Corona). Exhibit “C” (Compensation - City of Corona) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “1C” (Compensation - City of Corona) attached hereto and incorporated herein by reference.

3.3 Rates & Total Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Consultant shall receive compensation, including authorized reimbursements, for the Corona Services rendered under this Agreement at

the rates set forth in Exhibit "1C" attached to this First Amendment. Consultant shall receive compensation, including authorized reimbursements, for the Norco Services rendered under this Agreement at the rates set forth in Exhibit "C-1" of the Agreement. The total compensation, including authorized reimbursements, for the Services shall not exceed One Million Four Hundred Twenty-Eight Thousand Two Hundred Ninety-Nine Dollars (\$1,428,299) (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.

3.4 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

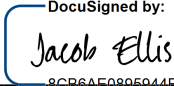
[SIGNATURES ON FOLLOWING PAGE]

**CITY OF CORONA'S SIGNATURE PAGE FOR
FIRST AMENDMENT TO
CITY OF CORONA**

**PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the 6th day of October, 2021.

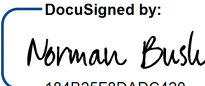
CITY OF CORONA

By: 
9CB6AE0806944B4...

Jacob Ellis
City Manager

Reviewed By: 
79EB81958894429

Karen Roper
Homeless Solutions Manager

Reviewed By: 
184B25F8DADC420...

Norman Bush
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR
FIRST AMENDMENT TO
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KINGDOM CAUSES, INC. DBA CITY NET
(FY 2022 COLLABORATIVE HOMELESS SERVICES)**

**KINGDOM CAUSES, INC. DBA CITY NET
A CALIFORNIA NON-PROFIT CORPORATION**

By: 
Brad Fieldhouse
President/Executive Director

**EXHIBIT “1A”
SCOPE OF SERVICES
FOR CITY OF CORONA–CPD REFERRALS**

“Exhibit “A” (Scope of Services for City of Corona) of the Agreement is hereby amended to add those services provided below. All terms and conditions outlined in Exhibit “A” of the Agreement remain unchanged.

MOTEL VOUCHER EMERGENCY SHELTER PROGRAM – CPD REFERRALS

Program Goals and Objectives

City Net will also provide Motel Voucher Emergency Shelter Program services to support referrals from the Corona Police Department (“CPD”). Accordingly, the Motel Program will be designed to provide additional shelter referral resources to CPD if the Path of Life Shelter and/or the City of Corona Harrison Shelter, are not available due to health and safety issues such as COVID-19 or due to shelter bed utilization rates.

Description of Services

City Net will utilize the following procedures to determine if the Motel Program should be activated to support referrals from CPD:

- ✓ Monday through Friday, the Path of Life Shelter staff will email daily bed utilization rates to City Net, the City of Corona Homeless Solutions Manager, and CPD.
- ✓ On Saturdays and Sundays, City Net staff will contact the Path of Life Shelter staff by phone to obtain shelter bed utilization rates. City Net staff will immediately email the shelter bed utilization rates to the City of Corona Homeless Solutions Manager and CPD.
- ✓ If the Path of Life Shelter bed utilization reaches the ratio of 7 beds utilized with 3 beds available, City Net will activate the Motel Emergency Shelter Program to receive referrals from CPD as may be needed Monday through Sunday from 7 am to 12 am. The City of Corona will utilize this same activation ratio and process for the Harrison Shelter once it is operational.
- ✓ The City of Corona reserves the right change the utilization ratio and activation process to meet the shelter needs in the City.
- ✓ City Net will accept CPD motel shelter referrals for homeless clients, including clients that do not have documentable ties to the City.
- ✓ For CPD referrals to the Motel Program, City Net will provide one night of motel shelter. After one night of shelter is provided, City Net will evaluate all CPD client referrals to determine eligibility for subsequent placement in appropriate shelter and housing program

**EXHIBIT “1C”
COMPENSATION**

CITY OF CORONA

Labor – A: Program Supervisor, Case Managers for Outreach, Engagement and Case Management, Executive Leadership, Finance and Billing, Human Resources, Operations, Data Entry and Reporting					\$137,511
Labor Increase A1:					\$40,847
Revised Labor Sub-total – A2:					\$178,358
Operations and Program Expenses - B: Materials and Supplies for PPE, Client services for emergency supplies (food cards, clothing, blankets/bedding, hygiene items, relocations, rental assistance and move-in costs for rapid rehousing, sober living homes, room and board, rooms for rent, local transportation, program fees, employment equipment, and documentation); Client transport: vehicle lease, gas, vehicle insurance, maintenance; Motel room rental and room tax, Motel damages and pet fees; and Make It Cozy storage/warehouse license fee, license insurance, building maintenance/repairs, and miscellaneous program expenses, Office space separate from Corona PD staffing offices. Space is for confidential client files and materials/supplies storage; phones, computers, and equipment; uniforms, copies, forms, office supplies, equipment; IT support and client management software licenses; financial audit; and liability insurance.					\$643,751
Operations and Program Expenses - Client Services Increase B1:					\$28,836
Revised Operations and Program Expenses - Client Services Subtotal – B2:					\$672,587
Revised Corona Project Expenses (A2+B2):					\$850,945
Administrative Expenses - C: City Net Indirect Costs - 10% of project expenses: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other types of required insurance, legal, staff development, communications, contingencies, etc.).					\$78,126
City Net Indirect Administrative Expenses Increase C1:					\$6,968
Revised City Net Indirect Administrative Expenses Subtotal C2:					\$85,094
Original Corona Compensation Total (A+B+C):					\$859,388
Subtotal of Corona Budget Increase (A1+B1+C1):					\$76,651
Revised Total City of Corona Budget (A2+B2+C2):					\$936,039
Labor					
Title/Role	Description/Shift	Fully Loaded Compensation	Hours Per Week	Weeks	
Program Supervisor	Staff supervision, scheduling, project management	\$34.00	4 Original Agreement ----- Motel Activation Amendment = Increase of 2 additional hours up to 76.50 additional hours per week	52 Original Agreement ----- Motel Activation Amendment Period for increased hours = 38.14 weeks	
Case Manager	1 staff x5 days (outreach, engagement, case management, housing navigation and supportive services)	\$24.50	40	52	
Case Manager	1 staff x5 days (outreach, engagement, case management, housing navigation and supportive services)	\$24.50	40	52	
Case Manager	Motel weekend coverage as needed	\$37.81	4	52	
Data Entry Reporting	HMIS data entry	\$22.00	4	52	
Executive Leadership	Project oversight, quality control, communications, compliance	\$75.00	2	52	
Finance and Billing	Payroll, billing	\$27.60	2	52	
Human Resources	Staff recruiting, hiring, training, disputes	\$28.00	2	52	
Operations	Inventory, purchasing, technical support	\$24.00	2	52	



Staff Report

File #: 22-0160

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

Third Amendment to City of Corona Historic Civic Center lease agreement between the City of Corona and Corona Historic Preservation Society.

EXECUTIVE SUMMARY:

The Corona Historic Preservation Society currently leases tenant space at the City of Corona Historic Civic Center located at 815 W. Sixth Street. The lease will expire on February 28, 2022, and the Corona Historic Preservation Society is requesting to enter into another lease agreement with the City of Corona to continue operating at the Historic Civic Center. The proposed third amendment to the lease agreement covers the new lease Term and Base Rent.

RECOMMENDED ACTION:

That the City Council:

1. Approve the Third Amendment to City of Corona Historic Civic Center lease agreement between the City of Corona and Corona Historic Preservation Society.
2. Authorize the City Manager, or his designee, to execute the Third Amendment to the City of Corona Historic Civic Center Lease Agreement.

BACKGROUND & HISTORY:

The Corona Historic Preservation Society (CHPS) first entered a 10-year lease agreement for the Historic Civic Center in February 2006. It originally occupied Suite 170 but relocated to the current space, storage Suite 185, because the elevator project created access issues to elevator equipment, which affected its tenancy.

In February 2016, the City Council approved a new five-year lease agreement that is set to expire

February 28, 2022.

ANALYSIS:

CHPS wishes to continue their tenancy at the Corona Historic Civic Center and requests to enter into a new lease. This Third Amendment to the City of Corona Historic Civic Center Lease Agreement (Third Amendment) covers the following terms and obligations:

Lease Term

The Third Amendment extends the lease for an additional three years through February 28, 2025, with Renewal Term options of two additional one-year extensions through February 28, 2027. The City Manager, or his designee, will be authorized to consider the extensions, at the City’s sole discretion, and execute the Renewal Term options.

Base Rent and Common Area Maintenance Fee

Current Rent	Proposed Rent @ HCC
\$0.3377 per square foot (psf) = \$70.57 a month	Starting rate \$0.3644 psf, or \$76.1596, including annual escalator based on the Consumer Price Index, but not less than 3% or greater than 10%
Plus,	
Common Area Maintenance Fee (CAM) @ \$0.2301 psf, or \$48.09 per month	Common Area Maintenance Fee (CAM) @ \$0.2370 psf, or \$49.5330 per month, including 3% annual escalator
NOTE: Although this is not an office space lease, CHPS pays CAM rates because they utilize the facility amenities, i.e. Restrooms, HCC Conference Room, Secured Parking, HCC Community Facility.	NOTE: CPI rate as of November 2021 is 7.9%.

Tenant Reporting Issues

This Third Amendment also includes a new tenant lease obligation under Section 3.14.5, Repairs and Maintenance Contact List, to report by telephone any issues with the property or request services. Therefore, to better assist tenants, this lease obligation includes a full list of city personnel with a brief description of duties and their respective telephone numbers. The table below is a copy of the current contact list.

HCC REPAIRS AND MAINTENANCE CONTACT LIST		
Department/ Staff Member	Duties	Telephone No.
Community Services/ Community Assistance Manager	City Landlord Representative City/Tenant liaison for lease related matters.	951-739-4963
Community Services/ Parks Supervisor Facility Supervisor	Maintenance services for <i>interior and exterior</i> of building common areas & within suites.	951-736-2241 (M-Th 7a to 5p) 951-736-2334 Option 3 (Friday and after hours contact PD non- emergency line – they will call stand-by to assist.)
Community Services/ Program Coordinator	City Facility Reservations	951-817-5755
Finance/ Financial Analyst I	Lease Payments	951-736-2317
Information Technology/ Senior Systems Engineer	Internet and Telephone	951- 279-3750
Police Department/ HOPE Team	Transients	951-736-2334 (PD non- emergency line)
UPDATED: 02-16-2022		

FINANCIAL IMPACT:

The Third Amendment is estimated to generate the following revenue to the General Fund.

Year 1: March 1, 2022, to February 28, 2023

Base Rent \$913.9152

CAM \$594.3960

Year 2-5: To Be Determined based on CPI

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination. This action simply approves the Third Amendment to City of Corona Historic Civic Center Lease Agreement with the Corona Historic Preservation Society, and there is no possibility that this action will have any effect on the environment. Therefore, no environmental analysis is required.

File #: 22-0160

PREPARED BY: LAURA HUERTA, ADMINISTRATIVE SERVICES ANALYST II

REVIEWED BY: ANNE TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1- Third Amendment to the Lease Agreement

**THIRD AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA HISTORIC PRESERVATION SOCIETY)**

1. PARTIES AND DATE.

This Third Amendment to the City of Corona Historic Civic Center Lease Agreement (“Third Amendment”) is made and entered into this 16th day of February 2022 by and between the City of Corona (“Landlord”) and Corona Historic Preservation Society, a non-profit organization (“Tenant”). Landlord and Tenant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. Landlord and Tenant entered into that certain City of Corona Historic Civic Center Lease Agreement dated February 18, 2016 (“Agreement”), whereby Landlord agreed to provide lease space to Tenant in its property commonly referred to as the “Historic Civic Center” in the Agreement.

2.2 First Amendment. On or about April 5, 2017, Landlord and Tenant entered into that certain First Amendment to the Agreement to: (1) extend the Term for three (3) years, commencing retroactively March 1, 2017 through February 28, 2020; and (2) delegate to the Community Development Director the authority to extend the Term an additional two (2) years under certain terms and conditions.

2.3 Second Amendment. On or about February 29, 2020, Landlord and Tenant entered into that certain Second Amendment to the Agreement to: (1) exercise the final Term extension for two (2) additional years, through February 28, 2022; and (2) to document the Base Rent increase as provided for in Section 3.3.1 of the Agreement. Pursuant to Sections 3.2 and 3.3.1 of the Agreement, the Second Amendment was approved administratively by the Community Development Director, since the changes are under the same terms and conditions as the Agreement.

2.4 Third Amendment. Landlord and Tenant desire to amend the Agreement for the third time to: (1) extend the Term for three (3) years, commencing March 1, 2022 through February 28, 2025, and to delegate to the Community Services Director the authority to determine whether to extend the Term for an additional two (2) one-year terms under the same terms and conditions; (2) increase the Base Rent and CAM; and (3) add Section 3.14.5 to the Agreement to incorporate a new obligation regarding a Repairs and Maintenance Contact List.

3. TERMS.

3.1 Term. Section 3.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.2 Term. Unless terminated earlier as provided in Section 5 herein,

CA\DD\01000.20108\10261204.2

(CITY ATTY: 11-14)

the term of this Agreement shall commence on February 18, 2016 (“Commencement Date”) and continue for nine (9) years until February 28, 2025 (“Term”). In addition, Landlord (through its Community Services Director) may, at any time prior to February 28, 2025, and February 28, 2026, respectively, extend the Term in her or his sole discretion for an additional one (1) year terms through February 28, 2026 and February 28, 2027 under the same terms and conditions as provided for herein.”

3.2 Base Rent. Effective March 1, 2022, Section 3.3.1 (Base Rent) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Base Rent. As a component of Rent, Tenant shall pay to Landlord, Base Rent for leasing the Leased Premises, in the amount of \$0.3644 cents per square foot, or \$76.1596 per month, without offset or deduction (“Base Rent”). The first payment of Base Rent shall be due on the Commencement Date (“Rent Commencement Date”). If the Rent Commencement Date is not on the first (1st) day of a calendar month, then Tenant shall pay to Landlord, on or before the Rent Commencement Date, Tenant’s pro rata share of the Base Rent for that partial month pro-rated on the basis of a thirty (30) day month. Subsequent monthly Base Rent payments shall be due and payable on the first day of each month following the first Base Rent payment. Payment of Base Rent shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Landlord’s rights to the balance of such Rent, regardless of Landlord’s endorsement of any check so stating. Payments will be applied first to accrued late charges and attorney’s fees, second to other outstanding charges or costs, and any remaining amount to Base Rent. Commencing March 1, 2023, Base Rent shall be increased annually by the greater of:

(1) three percent (3%); or

(2) the lesser of: (a) ten percent (10%); or (b) the annual percentage increase in the Consumer Price Index, all Urban Consumers, for the Riverside-San Bernardino-Ontario Area, as determined by the United States Department of Labor Statistics, or its successor, measured using the most recently available published data.”

3.3 Common Area Maintenance Charges. Effective March 1, 2022, Section 3.5 (Common Area Maintenance Charges) of the Agreement is hereby deleted in its entirety and replaced with the following:

3.5 Common Area Maintenance Charges. During the Term, Tenant shall pay Common Area Maintenance (hereinafter “CAM”) charges as a

part of Rent. CAM charges are defined as all expenses incurred by Landlord during each calendar year for the administration, maintenance and operation of the Property, including but not limited to all utilities, cleaning (except for in-suite janitorial service), landscaping, staffing, security, real property taxes, personal property taxes on assets located in the building (excluding personal property taxes paid by Tenant), parking maintenance, special tax assessments, increases in real property taxes, insurance premiums, repairs and maintenance, and other like charges. Tenant's CAM charge shall be determined by multiplying the approximately 209 square feet of floor space of the Leased Premises by \$0.2370 per square foot per month, which equates to \$49.5330 per month. The CAM charges shall be due and payable at the same time as the Base Rent, and shall be increased by three percent (3%) each year on the anniversary of the Commencement Date.

3.4 Repairs and Maintenance Contact List. Effective March 1, 2022, Section 3.14.5 (Repairs and Maintenance Contact List) shall be added to the Agreement to read as follows:

“3.14.5 Repairs and Maintenance Contact List. Tenant shall contact only designated Landlord staff by telephone to report issues with or request services for certain issues, as designated by Landlord. For these purposes, Landlord shall provide an HCC Repairs and Maintenance Contact List to Tenant, a current copy of which is attached hereto as Exhibit “A-3” and incorporated herein by reference.”

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.7 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING 2 PAGES]

LANDLORD'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA HISTORIC PRESERVATION SOCIETY)

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Historic Civic Center Lease Agreement.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Attest: _____
Sylvia Edwards
City Clerk

TENANT'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA HISTORIC PRESERVATION SOCIETY)

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Historic Civic Center Lease Agreement.

CORONA HISTORIC PRESERVATION SOCIETY
a non-profit organization

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A-3"
HCC REPAIRS AND MAINTENANCE CONTACT LIST

HCC REPAIRS AND MAINTENANCE CONTACT LIST		
Department/ Staff Member	Duties	Telephone No.
Community Services/ Community Assistance Manager	City Landlord Representative City/Tenant liaison for lease related matters.	951-739-4963
Community Services/ Parks Supervisor Facility Supervisor	Maintenance services for <i><u>interior and exterior</u></i> of building common areas & within suites.	951-736-2241 (M-Th 7a to 5p) 951-736-2334 Option 3 (Friday and after hours contact PD non- emergency line – they will call stand-by to assist.)
Community Services/ Program Coordinator	City Facility Reservations	951-817-5755
Finance/ Financial Analyst I	Lease Payments	951-736-2317
Information Technology/ Senior Systems Engineer	Internet and Telephone	951- 279-3750
Police Department/ HOPE Team	Transients	951-736-2334 (PD non- emergency line)
UPDATED: 02-16-2022		



Staff Report

File #: 22-0164

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Information Technology Department

SUBJECT:

Information Technology Service Agreement with Dell to renew Microsoft Azure Government Cloud Services.

EXECUTIVE SUMMARY:

The Information Technology Department operates and maintains the City's physical and virtual infrastructure. The City currently utilizes the Microsoft Azure Government Cloud for most of its infrastructure due to its regulation compliance, security, scalability, and redundancy that it provides to City infrastructure. The City historically partners for these services under the County of Riverside Master Cooperative Agreement 8084445 to obtain the best pricing available to government agencies. In using this contract, the City can utilize discount pricing, which is usually only available to government entities with an excess of 15,000 licenses. The City Council will consider approving the continued use of the Cooperative Agreement through the County for these services.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Agreement with Dell for the renewal of Microsoft Azure Government Cloud Services at an amount not to exceed \$750,000 each fiscal year for the initial contact term ending June 30, 2025.
- b. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$100,000 or 10% of the original purchase order amount as authorized in Corona Municipal Code Section [3.08.080\(I\)](#).
- c. Under Corona Municipal Code Section [3.08.140\(C\)](#), make a determination that competitive bidding has been otherwise accomplished as provided for in the "Basis for Determination of Competitive Bidding" section of this agenda report.

BACKGROUND & HISTORY:

The City has participated in the County of Riverside Master Cooperative Agreement 8084445 ("Microsoft Master Enterprise Agreement" or "Agreement") for the purchase of Microsoft enterprise products since 2005. There are over 388 governmental agencies in California that utilize this agreement for the purchase of Microsoft software licenses and software assurance products. This negotiation process has obtained the deepest discounts offered to any governmental agency. By utilizing this contract, the City of Corona will continue to participate in this agreement providing discounts not otherwise obtainable to the City of Corona. The City currently uses the agreement to license standard desktop software (Microsoft Office, Windows, and back-office products), email messaging (Exchange), Enterprise Platform products, and Microsoft Azure cloud services.

The City of Corona uses Microsoft Azure cloud services to replace and supplement the City's on-premises servers. The use of Microsoft Azure eliminates large capital expenditures for oversized physical servers, which would be underutilized and quickly depreciate. Microsoft Azure provides low-cost operating expenditures for properly sized cloud resources based on demand. Microsoft Azure is a public and government cloud computing platform at its core. Azure offers a variety of solutions, including infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) that can be used for services such as security, business operations, continuity, website hosting, virtual servers and desktops, storage, and networking.

Ninety percent of Fortune 500 companies use the Microsoft Cloud for business operations. Security and privacy are built into the Azure platform. Microsoft conforms to regulatory compliance with the most comprehensive set of compliance offerings of any cloud service provider. The City started using the Microsoft Azure Cloud in 2017, which was the only government cloud service provider which was Criminal Justice Information Services (CJIS)-compliant as required to contain Corona Police data. Other competitors such as Amazon Web Services (AWS) are starting to make headway into the government market that the City continues to investigate, but is not quite at the level of advantages provided under Microsoft.

The City has utilized the cloud to provide high availability of its services which was not possible on-premise. The cloud has provided the City with an additional layer of continuity of its services as all resources are geo-redundant across multiple states, internet providers, and physical hardware in the case of a disaster.

ANALYSIS:

The Microsoft Azure cloud is a subscription model, which means the City only pays for the resources and services it consumes at that minute, which allows the City to scale up or down on demand without significant capital expenditures. For this reason, the City has chosen to deploy new servers into the Microsoft Azure cloud, which decreases the need for continual capital expenditures on physical infrastructure. The current request is based on forecasting usage and services the City consumes from the cloud. Currently, the City utilizes the Azure cloud for a variety of services, a small subset of which are: hosted servers; hosted Desktops; primary infrastructure services; complete disaster recovery of servers, data, and networking in Microsoft Azure; archiving of Police

vehicle/body-worn cameras footage due to increasing legal retention requirements; City's financial accounting, permitting, and geographic information system software; police analytic reporting, PulsePoint application for Citizen/Fire response, customer utility billing software for the Utilities Department, and document management repository for police records. The Police department alone utilizes 50 terabytes of storage in camera footage which continues to grow daily. The type of growth the City requires in storage, memory, and computing would not have been sustainable on-premise.

Microsoft does not sell enterprise agreements directly to businesses. The City of Corona currently utilizes the reseller Dell for all Microsoft purchases as an authorized reseller through the County of Riverside Master Agreement 8084445 ("Microsoft Master Enterprise Agreement" or "Agreement"). Utilizing this agreement grants the City of Corona pricing, which would otherwise not be obtainable.

Basis for Determination of Competitive Bidding:

Staff believes that competitive bidding is already accomplished for this purchase under Corona Municipal Code ("CMC") Section 3.08.140(C), which states as follows:

(C) **Competitive bidding already completed.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines that:

- (1) A competitive bid procedure has been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA); and
- (2) The price to the city is equal to or better than the price to that public agency.

The City historically partners for these services under the County of Riverside Master Cooperative Agreement 8084445 to obtain the best pricing available to government agencies. In using this contract, the City can utilize discount pricing, which is usually only available to government entities with an excess of 15,000 licenses. Staff recommends approval of a purchase order with Dell in the amount of \$750,000 for fiscal years 2022, 2023, and 2024. IT staff believes awarding this contract is in the City's best interest because the City is receiving prices that have been competitively bid consistent with the City's purchasing policies and there would be no competitive advantage gained from conducting a bid in house.

FINANCIAL IMPACT:

The Information Technology Department's Fiscal Year 2022 Operating Budget includes funding for the recommended action. Funding in future fiscal years will be requested through the annual budget process.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential

for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement for the purchase of software licenses that allows virtual access to the City's computer systems, and there is no possibility that this project will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KYLE EDGEWORTH, DEPUTY CHIEF INFORMATION OFFICER

REVIEWED BY: CHRIS MCMASTERS, CHIEF INFORMATION OFFICER

Attachments:

1. EXHIBIT 1 - Microsoft Azure Cloud Renewal Quote
2. EXHIBIT 2 - Microsoft EA Agreement



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
 512.720.4469

Customer: City of Corona

Contract: Riverside County Master Agreement - PSA-0001524 (8084445)
 Microsoft Enterprise Agreement (Azure-only SCE): TBD

Date of Issue: 1/13/2022
 Quote Expires: 2/28/2022

SCE Monthly Subscriptions					
Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Azure PrepaymentGov - Commit Provision (\$0.00 to start; will bill monthly in arrears for any usage - \$750,000 annual placeholder)	J5U-00004	1	(annual)	\$750,000.00	\$750,000.00
Annual Payment:					\$750,000.00
Notes:					
Microsoft Enterprise Agreement (EA) Master#: 8084445				Total Annual Payment Yr 1	\$750,000.00
				Total Annual Payment Yr 2	\$750,000.00
				Total Annual Payment Yr 3	\$750,000.00
				Total of 3 years of Payments	\$2,250,000.00

Notes:	
1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com , unless Customer has a separate purchase agreement with Dell.	4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.	5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
3) If you have a question re: your tax status, please contact your Dell ASAP Software Inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your Invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee .	6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Program Signature Form

MBA/MBSA number

8084445

Proposal ID

--

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Server and Cloud Enrollment	X20-12088
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	X20-12875
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<p>Name of Entity (must be legal entity name)* City of Corona</p> <p>Signature* _____</p> <p>Printed First and Last Name* Jacob Ellis</p> <p>Printed Title City Manager</p> <p>Signature Date*</p>
<p>Tax ID</p>

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Server and Cloud Enrollment Product Selection Form

This document must be attached to a signature form to be valid.

Terms used but not defined herein will have the meaning provided in the Enrollment.

Price Levels for Server and Tools Products and Additional Products:

Instructions: Include the agreement or enrollment name and number below that qualifies the Enrolled Affiliate for the price levels indicated in this Product Selection Form.

Agreement or Enrollment Name		Agreement or Enrollment Number	
None			
Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level	
D	D	D	

Instructions: Fill out the Product Selection Form (PSF), and the associated Customer Price Sheet (CPS) according to the table below.

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPK

Determining the number of Licenses and SKUs

Enter the actual number of licenses in the PSF. Some SKUs (SQL and Biztalk) include more than one license. For such SKUs, divide the number of licenses on the PSF by the number of licenses included in each SKU to determine the quantity of SKUs to enter on the Customer Price Sheet.

Product Selection Form				
Product selection		Baseline Licenses		
		<u>Existing Baseline Licenses</u>	<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Server and Tools Product			
SQL Server⁽¹⁾	SQL Server Enterprise Per Core			
	SQL Server Standard Per Core			
	SQL Server Standard Server			
	SQL Server CAL			
BizTalk Server	BizTalk Server Enterprise Per Core			
	BizTalk Server Standard Per Core			
	BizTalk Server Branch Per Core			
Visual Studio	Visual Studio Ultimate with MSDN	N/A ⁽²⁾	N/A	N/A
	Visual Studio Premium with MSDN	N/A ⁽²⁾	N/A	N/A
	Visual Studio Enterprise with MSDN			
	Visual Studio Enterprise with GitHub Enterprise			
	Visual Studio Test Professional with MSDN			
	Azure DevOps Server CAL			

Product Selection		Baseline Licenses		
		<u>Existing Baseline Licenses</u>	<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Server and Tools Product			
Visual Studio (Continued)	MSDN Platforms			
SharePoint Server	SharePoint Server			
Azure	Azure Monetary Commitment	The monetary commitment is tracked on the CPS if applicable		
Core Infrastructure Suite	CIS Datacenter			
	CIS Standard			
	Windows Server Datacenter	(3)	N/A	N/A
	System Center Datacenter	(3)	N/A	N/A
	Windows Server Standard	(3)	N/A	N/A
	System Center Standard	(3)	N/A	N/A

(1) SQL Server Enterprise Edition Server (non-core) licenses are not required as part of the baseline, however SA renewal is available as an additional product. If customers choose not to renew SA, it cannot be attached later.

(2) Visual Studio Premium with MSDN and Visual Studio Ultimate with MSDN Existing Baseline Licenses should be counted as Visual Studio Enterprise with MSDN Licenses.

(3) Quantities of Windows Server and System Center Licenses with continuous Software Assurance can be combined to renew CIS SA as described in the Product Terms, or added to the CPS using the appropriate L+SA CIS w/o SKU where the quantity of each is different. For example, 100 Windows Server and 100 System Center licenses with Software Assurance can be combined as 100 CIS SA renewals (of the equivalent edition). 100 Windows Server and 50 System Center licenses with Software Assurance can be combined as 50 CIS licenses (of the equivalent edition) and 50 L&SA CIS w/o Windows Server.

(4) Quantities of Windows Server and System Center without continuous Software Assurance will be added as full CIS subscriptions.

Minimum Purchase Requirements

Product Family	Minimum Initial Order
SQL Server	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs).
BizTalk Server	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
Visual Studio	20 Licenses of any combination of: Visual Studio Enterprise with MSDN, Visual Studio Enterprise with GitHub Enterprise and MSDN Platforms. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
SharePoint Server	5 Servers. The SQL Server product family must be selected in the above table.
Core Infrastructure Suites	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 400 Core Licenses for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both).
Azure Monetary Commitment	<p>For commercial customers in Argentina, Australia, Austria, Belgium, Canada, Chile, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, U.K., U.S., and Uruguay, Azure Monetary Commitment is no longer allowed to be purchased as the only Server and Tools Product.</p> <p>Otherwise, if Azure Monetary Commitment is the only Server and Tools Product selected and the Enrollment is versioned 2016 or later, the Minimum Initial Order for Monetary Commitment is 10 Monetary Commitment units per month.</p> <p>If Azure Monetary Commitment is not the only Server and Tools Product selected, the Minimum Initial Order for Monetary Commitment is 1 Monetary Commitment unit per month.</p>

Server and Cloud Enrollment

State and Local

Server and Cloud Enrollment
number
Microsoft to complete

Previous Enrollment number
Reseller to complete

Framework ID
(if applicable)

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This Enrollment must be attached to a signature form to be valid.

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

“Azure Government Services” means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

“Baseline Agreements” means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

“Baseline Licenses” means Existing Baseline Licenses and New Baseline Licenses, collectively.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Existing Baseline Licenses” means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Microsoft Azure Services” means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (which is governed by separate terms).

“New Baseline Licenses” means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

“Product Family” or “Family” means the group of Products designated as a Product Family on the Product Selection Form.

“Product Selection Form” means the document provided by Microsoft or Enrolled Affiliate’s Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate’s price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

“Reserved License” means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Server and Tools Product” means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Product Use Rights and Service Level Agreement.

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

3. Order requirements.

a. Minimum order requirements.

(i) Server and Tools Products.

- 1) **Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
- 2) **Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
 - A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
 - C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
- 3) **Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

- A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B. The Existing Baseline Licenses shall be non-transferrable.
 - C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.
- d. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. Adding Products.**
- (i) Adding new Products not previously ordered.**
 - 1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
 - 2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - 3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - 4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
 - 5) Microsoft Azure Services may be added as provided in the Product Terms.
 - (ii) Adding Licenses for previously ordered Products.**
 - 1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.
 - 2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- f. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Annual order period.** A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage,

but an annual true-up order or update statement must still be received by Microsoft during the annual order period.

(ii) **True-up order.** Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iii) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:

- 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
- 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.

(v) **Late true-up order.** If the annual true-up order is not received when due:

- 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
- 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
- 3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.

g. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- h. Clerical Errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- i. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

4. Pricing.

- a. Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

5. Payment terms.

- a. License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

6. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.
- b. End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:

 - (i) Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.

- (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 full calendar month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.
- d. **If Enrolled Affiliate elects not to renew.**
- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
- 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- e. **Buy-out option.**
- (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.
- (ii) **Buy-out order date.** Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.
- f. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any existing Baseline License, (2) any existing Baseline Agreement is terminated for cause prior to full payment, or (3) Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

- g. Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or
 - (ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.
- h. Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:
- (i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - (ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.
- i. Early termination for Online Services.** For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

7. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
- (i) Government Community Cloud Services will be offered only within the United States.

- (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
- (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s) (Only identify specific Affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

If no selection is made, Microsoft will deem the Enterprise to include all future Affiliates.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* City of Corona

Contact name: First* Kyle **Last*** Edgeworth

Contact email address* kyle.edgeworth@coronaca.gov

Street address* 400 S. Vicentia Ave.

City* Corona

State/Province* CA
Postal code* 92882-2187
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (951) 279-3518
Tax ID
** indicates required field*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if box is not checked)

Name of entity*:

Contact name: First* Last*

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required field*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Last*

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. Azure Services Administrator.** This contact is authorized to manage the Azure Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Last*

Contact email address*

Phone

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- e. Reseller information.** Reseller's contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock
State/Province* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Name of Reseller*
Signature* _____
Printed name*
Printed title*
Date*

** indicates required field*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*
 - (i) Additional Notices Contact
 - (ii) Software Assurance Manager
 - (iii) Subscriptions Manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

4. Upfront Payment.

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment?
 Yes, No.



Staff Report

File #: 22-0168

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office

SUBJECT:
Consideration of support for Initiative No 21-0036, The Arts and Music in Schools - Funding Guarantee Accountability Act, a state ballot measure to permanently dedicate additional funding to Music & Arts education in California schools.

EXECUTIVE SUMMARY:

The City Council will consider supporting a November 2022 state ballot measure that permanently dedicates additional funding to Music & Arts education in California schools without raising taxes. It would provide funding to all Preschool-12 public schools statewide, with an increased allocation to schools that serve low-income students to create more equitable and inclusive access to Music & Arts education.

RECOMMENDED ACTION:

That the City Council express support for Initiative No 21-0036, The Arts and Music in Schools - Funding Guarantee Accountability Act, a November 2022 state ballot measure to permanently dedicate additional funding to Music & Arts education in California.

BACKGROUND & HISTORY:

Public schools are operated primarily by local education agencies (LEAs)-school districts, charter schools, and county offices of education. In Fiscal Year (FY) 2021, California's public schools enrolled just over 6 million students from Transitional Kindergarten through grade 12. Roughly 60 percent of public-school students are low-income, as defined by their eligibility to receive a free- or reduced-price meal at school under a federal nutrition program. The State also provides public preschool to some 3- and 4-year-olds from low-income families, though funding is not sufficient to serve all eligible children.

The State does not require schools to provide instruction or programming in the arts (such as music) in elementary and middle schools. These programs are funded based on the discretion of local governing boards. In some cases, LEAs hire teachers or other staff to provide arts instruction during

the school day. Schools may also provide art education through before and after school as well as part of summer education programs. The state funds two such programs: the After School Education and Safety program (\$646 million annually) and the Expanded Learning Opportunities Program, a newly created program in FY 22 (\$1.8 billion). These programs require an academic and an enrichment component. The enrichment component of both programs may include arts or music.

Proposition 98 (1988) sets aside a minimum amount of state General Fund and local property tax revenue for public schools and community colleges. The size of this allotment depends on several factors, including the number of students attending public schools, growth in the state economy, and General Fund revenues. The state must allocate about 40 percent of General Fund revenue to meet this requirement in most years. Studies have shown that arts & music access in preschool-12 schools can be linked to a lower drop-out rate, increased cognitive devolvement, increased mental well-being and resilience, and more inclined to pursue a career.

ANALYSIS:

Fender Musical Instruments Corporation (Fender) is helping spearhead a ballot initiative for this November to bring statewide music and arts education funding to every California K-12 public school. Fender is working to advance music and arts initiatives and support equity and inclusion among our lower-income communities. Fender’s past and ongoing partnerships include the Los Angeles Unified School District (LAUSD) where 10,000 students have received access to instruments and music and arts education. As part of the City’s Manufacturing Assistance Program last October, Fender partnered with the City of Corona and the Corona-Norco Unified School District (CNUSD) to provide 500+ students with the virtual “Careers in Manufacturing” event where students obtained career advice and guidance directly from Fender’s executive team. Fender plans to build upon the partnership with CNUSD with a focus on music and arts education. Additionally, it is planning a community wide event in mid-February to garner support for the ballot initiative. Fender has requested the City’s support with promoting the event and a quote from the Council acknowledging Fender’s contributions to building inclusivity for lower-income students in Corona.

The Music and Arts Education ballot measure would provide additional funding for arts education in schools. Beginning in FY 2024, the measure would require the state to provide additional funding to increase arts instruction and programming in schools. The amount provided each year would be equivalent to 1 percent of the total Proposition 98 funding provided to K-12 schools in the prior year. This funding would be considered a supplementary payment above the Proposition 98 minimum guarantee provided to schools and community colleges.

Funding would be distributed based on a formula. The measure allocates the additional funding to LEAs through a formula based on prior-year enrollment in public preschool and Transitional Kindergarten through grade 12. Of the total amount, seventy (70) percent would be distributed to LEAs based on their share of statewide enrollment. The remaining 30 percent would be distributed based on each LEA’s share of low-income students statewide. LEAs may set aside up to 1 percent of their funding for administrative expenses, while the remainder must be distributed to all school sites within the LEA based on the amount of funding generated by its student enrollment.

The ballot measure would also require that funding be primarily used to hire new arts staff. The

measure requires LEAs to use the funding for arts education programs and to certify that these funds are spent to supplement existing funding for arts education programs. This may include a variety of disciplines within the arts, including dance, media arts, music, theatre, and various types of visual arts. The measure also requires LEAs with more than 500 students to spend at least 80 percent of additional funding on hiring staff. The remaining funding could be used for training, supplies and materials, and arts educational partnership programs. Under the measure, the California Department of Education (CDE) would have the discretion to waive the spending requirements for a school site upon written request from the school principal that shows good cause for a waiver. Schools will have three years to expend the funding they receive. CDE would reallocate any unused funds to all LEAs in the following year.

School Principals are given some discretion in determining how funds are spent. The measure requires the principal of a school site or preschool program director to develop an expenditure plan for the funding. The principal or program director would have the discretion to determine how to expand a site's arts and music programs, including pooling funds with other schools to develop joint programs and share staff. LEAs will be required to report out on their programs annually.

The ballot measure is backed by a growing coalition of educators, entrepreneurs, community organizations, and arts and music leaders and celebrities..

More information on the ballot measure can be found at [Californians for Arts and Music Education in Public Schools | Increase Arts and Music Education in California Public Schools \(caforartseducation.org\) <https://caforartseducation.org/>](https://caforartseducation.org/).

FINANCIAL IMPACT:

No financial impact.

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 action is not subject to CEQA. This action is to support the Arts and Music in Schools - Funding Guarantee Accountability Act, and there is no possibility that approval of the report will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: DENZEL MAXWELL, ASSISTANT TO THE CITY MANAGER

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER



Staff Report

File #: 22-0147

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Human Resources Department

SUBJECT:

Personnel Report providing employee updates and details on various recruitment transactions.

EXECUTIVE SUMMARY:

This Personnel Report includes personnel activity since the previous meeting, which is included in the New Open/Competitive Recruitments, New Internal/Promotional Recruitments, and New Employee Full-Time Appointment sections. The report also includes employee updates and information on recruitments from Human Resources that are currently active but have been previously shown in prior updates. It also lists employee promotions and staff that are retiring from service with the City.

RECOMMENDED ACTION:

That the City Council receive and file the Personnel Report.

BACKGROUND & HISTORY:

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.

ANALYSIS:

This Personnel Report includes employee updates and recruitments. These transaction types are reported to Council each meeting for informational purposes to enhance transparency. The report includes updated activity 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

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Hernandez, Arlene	Economic Development	Economic Development Assistant	\$2,610 - \$3,186	January 24, 2022

Full-Time Promotions

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Aukerman, Jim	Information Technology	Provisional Senior Network Architect	\$9,545 - \$11,652	January 15, 2022
Dopson, David	Police Department	Police Detective	\$7,041 - \$9,035	January 15, 2022
Eddy, Ryan	Police Department	Police Detective	\$7,041 - \$9,035	January 15, 2022
Merz, Pauline	Police Department	Senior Public Safety Dispatcher	\$4,820 - \$5,884	January 15, 2022

Retirements

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Years of Service</i>	<i>Last Day on Payroll</i>
Hessler, Jan	Police Department	Public Safety Dispatch Supervisor	20 years	January 21, 2022

New Open/Competitive Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Customer Care Representative III Flex	Utilities Department	Full-Time	01/25/2022	02/13/2022	Accepting Applications
Electric Utility Analyst II	Utilities Department	Full-Time	01/31/2022	Continuous	Accepting Applications
Inventory Control Specialist	Finance	Full-Time	01/19/2022	02/22/2022	Accepting Applications
Public Safety Dispatch Call-Taker	Police Department	Full-Time	01/24/2022	Continuous	Accepting Applications

Recruitments in Progress

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Accounting Supervisor	Finance	Full-Time	First Round Interview Stage
Accounting Technician I/II/III	Finance	Full-Time	First Round Interview Stage
Associate Planner	Planning & Development	Full-Time	Accepting Applications
Budget Manager	Finance	Full-Time	Interview Stage
Building Permit Technician I/II	Planning & Development	Full-Time	Application Review Stage
Combination Plans Examiner	Planning & Development	Full-Time	Department Review Stage
Community Services Leader I	Community Services	Part-Time	Continuous Recruitment-Candidates in all phases
Crime Prevention Assistant	Police Department	Part-Time	Interview Stage
Development Services Manager	Planning & Development	Full-Time	Interview Stage
Environmental Compliance Supervisor	Public Works	Full-Time	Interview Stage
Facilities, Parks, and Trails Manager	Community Services	Full-Time	Interview Stage
Fire Engineer	Fire Department	Full-Time	Accepting Applications
Fleet Technician I/I/III Flex	Public Works	Full-Time	Interview Stage
Help Desk I	Information Technology	Part-Time	First Round Interview Stage
Human Resources Assistant	Human Resources	Full-Time	First Round Interview Stage
Management Analyst II	Public Works	Full-Time	Application Review Stage
Plan Check Engineer	Planning & Development	Full-Time	Review Stage
Police Cadet	Police Department	Part-Time	Interview Stage
Police Department General Assistant	Police Department	Part-Time	Department Review Stage
Police Officer I/II -Lateral	Police Department	Full Time	Continuous Recruitment-Candidates in all phases

Recruitments in Progress - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Professional/Graduate Student Intern	City Attorney's Office	Part-Time	Continuous Recruitment-Candidates in all phases
Public Safety Technical Support Engineer	Information Technology	Full Time	Department Review Stage
Public Works Inspector II	Planning & Development	Full-Time	Department Review Stage
Purchasing Specialist I	Finance	Full-Time	First Round Interview Stage
Purchasing Specialist III	Finance	Full-Time	Interview Stage
Safety Coordinator	Human Resources	Full-Time	Department Review Stage
Systems Engineer	Information Technology	Full-Time	Continuous Recruitment-Candidates in all phases
Traffic Engineering Technician	Public Works	Full-Time	Continuous Recruitment-Candidates in all phases
Water Operator III Flex	Utilities Department	Full-Time	Department Review Stage

FINANCIAL IMPACT:

There is no cost impact associated with the acceptance of this report. The cost of the various personnel changes listed herein are reflected in the Adopted Fiscal Year 2020-2021 Budget for the departments listed in the report.

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: SHELLY MATHEWS, HUMAN RESOURCES ADMINISTRATIVE ASSISTANT

REVIEWED BY: ANGELA RIVERA, CHIEF TALENT OFFICER



Staff Report

File #: 22-0127

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

Resolution acknowledging the measure of compliance of the Corona Fire Department with California Health and Safety Code Section 13146.2 and 13146.3.

EXECUTIVE SUMMARY:

The Fire Department, Fire Prevention Division, annually prepares compliance measures per the California Health and Safety Code (HSC). The compliance numbers show completed educational and residential occupancy inspections conducted in 2021. This report will update the City Council on the City's progress and attest to the City's compliance with these inspection requirements for the Calendar Year 2021 reporting period.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2022-010, acknowledging the City's compliance measures with California Health and Safety Code Section 13146.2 and 13146.3.

BACKGROUND & HISTORY:

On September 27, 2018, Senate Bill No. 1205 was approved by the Governor, requiring fire departments to report annually to their Councils on each department's compliance regarding fire inspections. Included in the inspections are public and private schools used for educational purposes through the 12th grade ("E"/Educational occupancies) and hotels, motels, lodging houses, and apartment houses ("R"/Residential occupancies) except one-and-two family dwellings ("R-3"/Residential occupancies).

Per HSC Section 13146.2 and 13146.3, both "E" and "R" occupancies require annual inspections. Inspections have been a requirement since 1965 for "E" occupancies and since 1984 for "R" occupancies, but reporting compliance to Council has only been required since 2018.

Historically, Corona fire prevention staff completed all "E" occupancy inspections and have complied

with HSC requirements. The Corona engine companies were responsible for completing "R" occupancy inspections. In August of 2017, Council adopted Resolution No. 2017-097, which created a fee structure for these inspections to fund staff positions and shifted the inspection responsibility from engine company staff to prevention staff. This created the Corona Fire Department Residential Housing Inspection Program. The program was staffed and fully trained by September of 2018.

ANALYSIS:

Educational Group "E" occupancies are generally public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Corona, there are 66 Group "E" buildings, structures, and/or facilities. For 2021, due to COVID impacts, only 65 of the 66 "E" occupancies were inspected.

Residential Group "R" occupancies are generally those occupancies containing sleeping units. They include hotels, motels, apartments (three units or more), and other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications. They may contain residents or clients with various needs, including those related to custodial care, mobility impairments, and cognitive disabilities. The residents may also be non-ambulatory or bedridden. Within the City of Corona, there are 257 Group "R" complexes and/or facilities. For 2021, 250 of the 257 "R" occupancies were inspected.

All Group "E" and "R" occupancy inspections are conducted by both full-time and part-time fire prevention staff. These state-mandated inspections include 66 schools representing approximately 35,000 students and 257 complexes and/or facilities representing just over 12,000 units.

The impacts of COVID in 2021 continued to affect how "R" occupancy inspections are conducted by not physically entering as many units as possible to test all smoke/carbon monoxide detectors. The adjustment was made to inspect only the building's exterior and fire suppression systems and require a signed declaration from the management that they have ensured minimum code compliance for all smoke/carbon monoxide detectors.

As required by HSC, the Corona Fire Department completed 98% of the educational Group "E" occupancy inspections and 97% of the residential Group "R" occupancy inspections.

This program will continue to be evaluated for its effectiveness and staffing to ensure that Health and Safety Code requirements are being met and may require additional staffing.

FINANCIAL IMPACT:

Currently, all costs associated with this action are being paid for by the property owner.

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

File #: 22-0127

subject to CEQA. This action is to meet reporting requirements of Senate Bill No. 1205. Fire departments are required to report annually to their Council regarding fire inspections on "E" and "R" occupancies. Therefore, no environmental analysis is required.

PREPARED BY: CINDI SCHMITZ, FIRE MARSHAL

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

Attachments:

1. Exhibit 1 - Resolution No. 2022-010

RESOLUTION NO. 2022-010

A RESOLUTION OF THE OF CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE CORONA FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018 and approved on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Corona Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Corona Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Corona intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding the acknowledgment of the Corona Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS: that said Council expressly acknowledges the measure of compliance of the Corona Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Corona, as follows:

SECTION 1. Educational Group "E" occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Corona, there are 66 Group "E" buildings, structures and/or facilities. During the calendar year 2021, the Corona Fire Department completed the annual inspection of 65 of the 66 Group "E" occupancies. This is a compliance rate of 98 % for this reporting period. Additional items of note regarding this compliance rate can be found in the accompanying staff report for this Resolution.

SECTION 2. Residential Group “R” occupancies are generally those occupancies containing sleeping units and include hotels, motels, apartments (three units or more) and other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments and cognitive disabilities. The residents may also be non-ambulatory or bedridden. Within the City of Corona, there are 257 Group “R” complexes and/or facilities. During the calendar year 2021, the Corona Fire Department completed the annual inspection of 250 Group “R” occupancies. This is a compliance rate of 97% for this reporting period. Additional items of note regarding this compliance rate can be found in the accompanying staff report for this Resolution.

SECTION 3. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption. Please include a section for this on the Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2022.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at an adjourned meeting thereof held on the 16th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona this **16th** day of February, 2022.

City Clerk of the City of Corona, California



Staff Report

File #: 22-0128

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Finance Department

SUBJECT:

Resolution establishing the annual assessment for County Service Area 152 to be levied for Fiscal Year 2023 and authorizing the County of Riverside to levy and collect the annual assessments to fund the costs of the National Pollutant Discharge Elimination System Permit Program.

EXECUTIVE SUMMARY:

The City Council will consider adopting a Resolution setting the Benefit Assessment Unit Rate for Fiscal Year 2023 for County Service Area 152, which includes all properties within the jurisdictional boundaries of the City of Corona. Revenues from this assessment funds the City's National Pollutant Discharge Elimination System Permit Program, which is designed to protect the City's local creeks and waterways from contamination. The annual assessment is proposed to remain the same as the prior fiscal year at \$10.00 per benefit assessment unit.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2022-011, regarding County Service Area 152 and setting the Benefit Assessment Unit Rate for Fiscal Year 2023 for the City of Corona to fund the City's National Pollutant Discharge Elimination System Permit Program.

BACKGROUND & HISTORY:

Amendments to the Federal Clean Water Act ("CWA"), enacted by Congress in 1987, established environmental programs, including the National Pollutant Discharge Elimination System ("NPDES") Permit program, to protect the Nation's waters. The CWA also directs the Environmental Protection Agency to develop, implement, and enforce regulations consistent with this law. For the State of California, these federal responsibilities were given to the State's nine Regional Water Quality Control Boards to regulate at the local levels.

The CWA prohibits any entity from discharging rain and other water runoff into the Nation's creeks, rivers, and other waters unless they are issued a NPDES permit. The NPDES permit contains regulations, monitoring, and reporting requirements to protect water quality and people's health.

Local agencies and municipalities who own and operate municipal separate storm sewer systems ("MS4") for conveying stormwater runoff are considered dischargers to the Nation's waters and are therefore required to obtain a NPDES MS4 Permit.

The County of Riverside was issued its first NPDES MS4 Permit in 1990. In 1992, the County established County Service Area 152 ("CSA 152") as a funding mechanism to pay for the anticipated costs of compliance with the requirements of its NPDES MS4 Permit. On December 1, 1992, the County annexed the City of Corona to CSA 152, and through an Implementation Agreement with the County, the City is able to utilize CSA 152 assessments from properties within its boundaries to pay for its NPDES program.

ANALYSIS:

The annual assessment of \$10.00 per benefit assessment unit remains the same as the prior fiscal years, which has been the maximum rate since Fiscal Year 2015. These funds are utilized for maintenance of storm drains, catch basins, and street sweeping in the City. All parcels within the City, including residential, commercial, and industrial pay the annual assessment under CSA 152. Adoption of the recommended resolution will authorize the County of Riverside to continue to levy the CSA 152 assessment of \$10.00 per benefit assessment unit for the subject parcels within the City for Fiscal Year 2023.

FINANCIAL IMPACT:

The assessment of \$10.00 per benefit assessment unit is projected to generate approximately \$797,500 in revenue in Fiscal Year 2023 for the NPDES program. The funds are accounted for in County Service Area (NPDES) Fund 245 and will be utilized for operating costs, including personnel, materials, and supplies to operate the program.

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 and requests that the Riverside County levy and collect the annual assessment in the amount of \$10.00 per Benefit Assessment Unit and there is no possibility that adopting this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: LIEN-CHI CANTUBA, FINANCIAL ANALYST III

REVIEWED BY: KIM SITTON, FINANCE DIRECTOR

Attachment:

1. Exhibit 1 - Resolution No. 2022-011

RESOLUTION NO. 2022-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, REGARDING COUNTY SERVICE AREA 152 AND SETTING THE BENEFIT ASSESSMENT UNIT RATE FOR FISCAL YEAR 2023 FOR THE CITY OF CORONA TO FUND THE CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT PROGRAM

WHEREAS, in 1990 the County of Riverside (the "County") and the incorporated cities therein requested an area-wide National Pollutant Discharge Elimination System ("NPDES") permit ("Permit") for their urban storm water runoff; and

WHEREAS, in 1991 the County of Riverside (the "County") established Community Service Area 152 ("CSA 152"), for the purpose of funding the area-wide storm water NPDES Compliance Program; and

WHEREAS, the CSA 152 is the principal permittee for the Permit; and

WHEREAS, in Fiscal Year 1992-93 the County established an assessment within CSA 152 at the maximum rate of \$10.00 per Benefit Assessment Unit; and

WHEREAS, the City of Corona (the "City") has certain responsibilities for managing storm water within its jurisdiction and is a co-permittee under the Permit; and

WHEREAS, pursuant to Resolution No. 92-63, adopted by the City Council on June 17, 1992, the City requested the Local Agency Formation Commission ("LAFCO") to take proceedings to annex the City to CSA 152; and

WHEREAS, pursuant to Resolution No. 92-79, adopted by LAFCO on September 24, 1992, LAFCO approved the annexation of the City to CSA 152; and

WHEREAS, pursuant to Resolution No. 92-520, adopted by the County Board of Supervisors on December 1, 1992, the County approved the annexation of the City to CSA 152 to facilitate the collection of funds for services provided by the City to comply with the Permit; and

WHEREAS, pursuant to Resolution No. 93-19, adopted by the City Council on March 17, 1993, the City approved the annexation of the City to CSA 152, which annexation is referred to as ("CSA 152 - Corona"); and

WHEREAS, pursuant to Resolution No. 93-19, the City also established an assessment at the maximum rate of \$10.00 per Benefit Assessment Unit to be levied and imposed on parcels located within the boundaries of CSA 152 - Corona under the Riverside County Flood Control and Water Conservation Act for the purpose of funding its obligations under the Permit; and

WHEREAS, the County of Riverside has agreed to continue to allow the CSA 152 funding vehicle to be utilized by cities that have elected to participate in CSA 152, including the City; and

WHEREAS, the City desires to establish the annual assessment to be levied in CSA 152 - Corona for Fiscal Year 2023, and to authorize the County to levy and collect such annual assessments to fund the costs of the NPDES Compliance Program within CSA 152 - Corona to comply with the Permit requirements imposed by the Environmental Protection Agency and Regional Water Quality Control Boards for storm water discharges within the City; and

WHEREAS, Section 5(a) of Article XIII D of the California Constitution states that assessments existing on or before November 6, 1996, the effective date of Article XIII D of the California Constitution, imposed exclusively to finance the capital costs or maintenance and operation expenses of flood control and drainage systems are exempt from the provisions of Article XIII D, section 4; and

WHEREAS, the CSA 152 assessments and the CSA 152 - Corona assessments, were adopted prior to November 6, 1996, exclusively to finance the capital costs or maintenance and operation expenses of flood control and drainage systems and are therefore exempt from the procedures and approval process of Article XIII D, Section 4 of the California Constitution and California Government Code section 53753; and

WHEREAS, Section 5(a) of Article XIII D of the California Constitution and California Government Code section 53753.5 further provide that if an assessment is exempt from the procedures and approval process set forth in Section 4 of Article XIII D of the California Constitution, then those requirements shall not apply in subsequent fiscal years unless the assessment methodology is changed to increase the assessment, or the amount of that assessment is proposed to exceed an assessment formula or range of assessments adopted by an agency in accordance with Article XIII D of the California Constitution or Section 53753; and

WHEREAS, the proposed annual assessments to be levied within CSA 152 - Corona in Fiscal Year 2023 do not exceed the maximum assessment previously authorized and adopted by the City in 1993 pursuant to Resolution No. 93-19 and do not constitute an increase in the assessment for purposes of Article XIII D or California Government Code section 53753.5.

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

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct, and by this referenced are hereby incorporated.

SECTION 2. The City of Corona hereby establishes and authorizes and requests that the County levy and collect an annual assessment in the amount of \$10.00 per Benefit Assessment Unit within CSA 152 - Corona for Fiscal Year 2023.

SECTION 3. The City of Corona shall continue to participate in CSA 152.

SECTION 4. The City Clerk shall certify the passage and adoption of this Resolution and the same shall thereupon take effect and be in force immediately.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2022.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 16th day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of February, 2022.

City Clerk of the City of Corona



Staff Report

File #: 22-0133

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Resolution authorizing the adoption of Caltrans' Local Assistance Procedures Manual Chapter 10.

EXECUTIVE SUMMARY:

The City Council will consider adopting the Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10. The chapter includes policies and procedures that must be used when going through the process to select consultants for Architectural and Engineering contracts. Adoption of the LAPM will allow the City to continue to maintain eligibility for federal grants.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2022-013, authorizing the adoption of Caltrans' Local Assistance Procedures Manual Chapter 10.

BACKGROUND & HISTORY:

The City of Corona is occasionally granted or awarded federal and state transportation funds through a competitive bid process to design and construct projects. The federal government has delegated the California Department of Transportation (Caltrans) the authority to administer and award these funds to local agencies through the Local Assistance Program.

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows Caltrans Division of Local Assistance (DLA) to prescribe the policies and procedures for engineering and design-related services, also known as Architectural and Engineering (A&E) services. Local Public Agencies (LPAs) are responsible for adopting the written policies and procedures prescribed by the awarding State Transportation Agency (STA). In order to continue to be eligible for the reimbursement of funds used for consultant services on federal aid projects, Caltrans requires that the City adopt the policies and procedures outlined in [Chapter 10](#), Consultant Selection, of the Local Assistance Procedures Manual (LAPM).

ANALYSIS:

The Public Works Department is responsible for the delivery of Capital Improvement Projects (CIP). State and federal grants often fund CIP projects. Eligibility requirements for these grants stipulate that the City must follow various policies and procedures when procuring A&E services as well as outlines the management of such contracts.

The LAPM, Chapter 10, outlines the process and procedures that agencies are required to follow when an A&E consultant is needed for a project. It explains consultant selection methods and requirements, participation requirements in the Disadvantaged Business Enterprise, and the LPA's responsibility to ensure adequate staff and proper administration of a consultant contract. Most importantly, local agencies must adopt Caltrans LAPM Chapter 10 to ensure contract costs incurred remain grant reimbursable.

FINANCIAL IMPACT:

There is no fiscal impact associated with this action. Chapter 10 of the LAPM discusses the procurement requirements that the City must follow in using A&E consultants working on federally funded projects. Incorporation of these procedures into the City's procurement process will allow the City to continue to maintain eligibility for federal grants.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action to approve a resolution adopting Chapter 10 of the Local Assistance Procedures Manual is a ministerial action, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: LAURA LOPEZ, EXECUTIVE ASSISTANT

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

Attachments:

1. Resolution No. 2022-013

RESOLUTION NO. 2022 – 013

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AUTHORIZING THE ADOPTION OF CALTRANS' LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10.

WHEREAS, the City Council of the City of Corona, California through the Public Works Department is responsible for the execution of State and Federal funded projects; and

WHEREAS, the provision of 23 CFR 172.5(b), subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, 23 CFR 172.5(b)(1) requires subrecipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

WHEREAS, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement.

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

SECTION 1. The City Council adopts Caltrans LAPM Chapter 10, Consultant Selection, and any updates thereto, in the procurement of A&E services for state and federally funded transportation projects.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2022.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted at a regular meeting of the City Council of the City of Corona, California, at a regular meeting thereof held on 16th day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of February, 2022.

City Clerk of the City of Corona, California

(SEAL)



Staff Report

File #: 22-0138

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

Resolution of the City Council declaring that the property located to the south of 1400 Baldy View Circle and identified as a portion of Assessor's Parcel Number 102-380-055 is no longer necessary for the City's use and is exempt surplus land under the Surplus Land Act and approving the purchase and sale agreement for the sale of such property to the owner of contiguous land.

EXECUTIVE SUMMARY:

The City of Corona owns real property located on Baldy View Circle. The entire property is 22.5 acres and identified as Assessor Parcel Number (APN) 102-380-055. An adjacent property owner is interested in purchasing approximately 2,750 square feet of the city owned property and merge it with the owner's existing property. Pursuant to state law on the regulations governing surplus land, the City is proposing to declare the city owned property as exempt surplus land because the property is not necessary for the City's use. Declaring the city owned property as surplus land would allow the City to formally start the process to dispose of the property in accordance with the procedures set forth by State law in the Surplus Land Act.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution 2022-012, declaring that the property identified as a portion of Assessor Parcel Number 102-380-055 is exempt surplus land and is no longer necessary for the City's use.
- b. Authorize the City Manager to enter into a Purchase and Sale Agreement for the sale of such property to the owner of contiguous land, Mr. Amir Ghadiri.
- c. Increase General Fund revenue estimates by \$27,500.

BACKGROUND & HISTORY:

The City received a request from the property owner of 1400 Baldy View Circle to purchase approximately 2,750 square feet of property owned by the City. The subject property is adjacent to the property at 1400 Baldy View Circle and is located within the City's Landscape Maintenance District (LMD). The subject property is part of a larger parcel that is 22.5 acres. The 22.5 acres is a landscaped area and maintained by the City's LMD.

Before the City takes any action to dispose of land, it must first declare the property as surplus land or exempt surplus land that is not necessary for the City's use pursuant to the California Surplus Land Act, which is governed by Government Code § 54220 et seq.

The subject property identified as a portion of APN 102-380-055 is approximately 2,750 square feet. The property is undeveloped and is part of a landscaped maintenance area that is adjacent to other residential properties. The subject property is for aesthetic purposes and provides no other use for the City.

The subject property meets the definition of exempt surplus land per Government Code Section 54221(f)(b), which covers small surplus land parcels sold to an owner of contiguous land. In this instance the subject property meets the definition of exempt surplus land because:

- The subject property is less than 5,000 square feet in area, and
- The subject parcel is less than the minimum legal residential building lot size of the City, which is 6,000 square feet based on the zoning.

The owner of 1400 Baldy View Circle intends to merge the subject property with their existing property that is currently developed with a single family home and expand the backyard.

The City Council's adoption of Resolution 2022-012 would take formal action declaring the subject property as exempt surplus land. The City's Notice of Exemption Determination will be submitted to the Department of Housing and Community Development at least 30 days prior to the disposition of the land.

ANALYSIS:

Declaration of Exempt Surplus Land

The subject property, which is 2,750 square feet, is undeveloped but is landscaped as part of the overall larger parcel, which is 22.5 acres. The landscaping is for aesthetic and erosion control purposes and is maintained by the City as part of its Landscape Maintenance District. Removing approximately 2,750 square feet of land from the larger parcel will not have a financial impact on the LMD nor will it affect the overall appearance of the area. Therefore, the subject property is not needed for the City's use and can be disposed without having an impact on City services.

The zoning of the subject parcel is Low Density Residential of the Sierra Del Oro Specific Plan. The General Plan designation is also Low Density Residential. The subject parcel is adjacent to an

existing residential property at 1400 Baldy View Circle, which has the same zoning and General Plan designation as the subject property. The subject property will merge with the existing property to expand the backyard once it is acquired by the property owner. Once the subject property is merged with the existing property, the property’s appearance will have a contiguous extension.

Purchase and Sale Agreement Terms

Mr. Amir Ghadiri is the property owner of 1400 Baldy View Circle and the proposed buyer of the City’s surplus property. The buyer is required to enter into a Purchase and Sale Agreement with the City prior to the disposition of the property. A partial list of the terms of the Purchase and Sale Agreement are described below.

- The purchase price of the subject property is \$27,500, which is based on the appraised value of the property dated December 2021.
- The buyer shall pay the City for the cost of the appraisal, which is \$2,000.
- The buyer shall deposit into escrow the sum of \$5,000 as an earnest money deposit within 10 days following the effective date of the Agreement. The earnest deposit shall be applied to the purchase price.
- The escrow period is 90 days and contingent upon the approval of the lot line adjustment and approval of easement vacation.
- The buyer shall pay all closing costs associated with the purchase.
- The buyer shall pay the full purchase price to the City prior to the close of escrow.
- The City shall receive confirmation from the Department of Housing and Community Development (HCD) that the subject property has been declared exempt surplus property under the Surplus Land Act, prior to the close of escrow.
- The buyer shall process a lot line adjustment with the City that merges the subject property with the property at 1400 Baldy View Circle. The lot line adjustment shall be recorded at the same time as the close of escrow.

FINANCIAL IMPACT:

The sale of the subject property will result in revenue of \$27,500. The revenue will be recorded in the General Fund.

GENERAL FUND	
Adopted Budget - FY 2022 Estimated Revenue Over Expenditures	\$ 14,593,660
Less Measure X Reserves	(13,144,418)
Previously Approved/Revised Budget Adjustments (Net)*	(986,350)
Current Estimated Revenue Over Expenditures	462,892
Revenue - Sale of Land	27,500
Revised Estimated Revenue Over Expenditures [Note 1]	\$ 490,392
Budget Balancing Measures Reserve - Estimated 06/30/2021	27,665,595
Estimated FY 2022 Change in Budget Balancing Measures Reserve	490,392
Estimated Budget Balancing Measures Reserve - 06/30/22	\$ 28,155,987

* Approved through Council Action or other operational process.

ENVIRONMENTAL ANALYSIS:

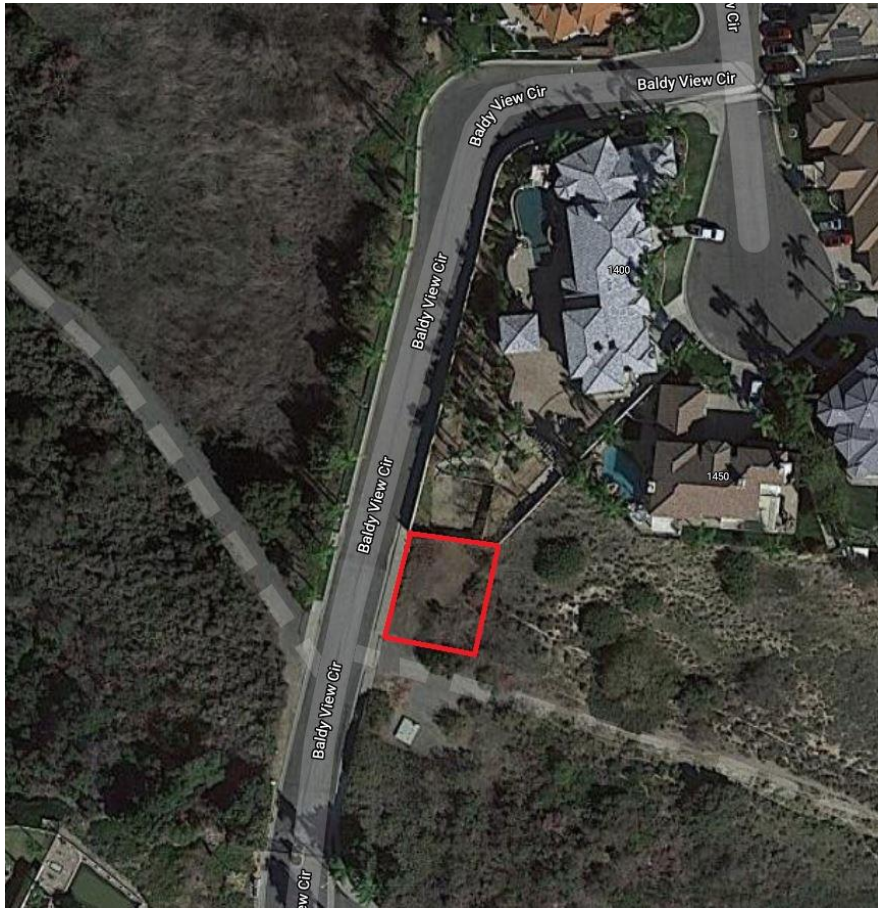
The declaration of the subject property as surplus is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales).

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Locational
2. Exhibit 2 - Resolution No. 2022-012

Property Location Exhibit



 Subject Property – Approximately 2,750 square feet

EXHIBIT 1

RESOLUTION NO. 2022-012

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THAT THE PROPERTY LOCATED TO THE SOUTH OF 1400 BALDY VIEW CIRCLE AND IDENTIFIED AS A PORTION OF ASSESSOR'S PARCEL NUMBER 102-380-055 IS NO LONGER NECESSARY FOR THE CITY'S USE AND IS EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT AND APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE SALE OF SUCH PROPERTY TO THE OWNER OF CONTIGUOUS LAND.

WHEREAS, Assembly Bill 1486 went into effect on January 1, 2020 and expanded the Surplus Land Act (Government Code section 54220 *et seq.*) requirements for local agencies prior to the disposition and disposal of any surplus land (collectively, the "Surplus Land Act"); and

WHEREAS, the City owns certain real property identified as a portion of APN 102-380-055 and located to the south of certain residential real property located at 1400 Baldy View Circle, Corona, California, which consists of approximately 2,750 square feet of land ("Subject Property"); and

WHEREAS, the Subject Property is currently an undeveloped landscape area that is maintained by the City's Landscape Maintenance District No. 84-2, Zone 10; and

WHEREAS, the Subject Property's zoning designation is LDR (low density residential); and

WHEREAS, the City has determined that the Subject Property is no longer needed for the City's use as the remaining portion of the property identified as APN 102-380-055 provides adequate open space and landscape areas; and

WHEREAS, Amir Ghadiri ("Buyer"), the owner of the residential real property located at 1400 Baldy View Circle, Corona, California, which is contiguous to the Subject Property, desires to purchase the Subject Property from the City in accordance with the Agreement of Purchase and Sale and Joint Escrow Instructions attached hereto as Exhibit "A" and incorporated herein by reference ("Agreement"); and

WHEREAS, pursuant to Government Code Section 54222.3, the disposal of the exempt surplus land is not subject to the requirements or procedures of the Surplus Land Act; and

WHEREAS, pursuant to Government Code Section 54221(f)(1)(B)(2), the

Subject Property meets the definition of “exempt surplus land,” because it is less than 5,000 square feet in area and, pursuant to the Agreement, will be sold to the owner of contiguous land.

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

SECTION 1. Findings. The City Council hereby finds and determines that the above stated recitals are true and correct.

SECTION 2. Exempt Surplus Property Declaration. The City Council hereby finds and declares that the Subject Property is no longer necessary for the City’s use and is exempt surplus land, as defined in the Surplus Land Act, based on the evidence in the record and the true and correct written findings found in this Resolution and incorporated herein by reference.

SECTION 3. Approval of Agreement. The City Council hereby approves the Agreement in the form attached hereto and authorizes the City Manager to execute and deliver on behalf of the City the Agreement and such other documents and instruments as may be necessary or convenient in furtherance of the actions authorized by this Resolution.

SECTION 4. CEQA. The declaration of the Subject Property as exempt surplus land is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales). However, any subsequent development of the Subject Property would be reviewed further under CEQA and other applicable laws.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the City shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of February 2022.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 16th day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 16th day of February, 2022.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT "A"

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

[SEE ATTACHED 23 PAGES]

**AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

First American Title Insurance Company
3281 East Guasti Road, Suite 440
Ontario, California 91760
Attention: Angela Northan

Escrow No: _____
Title Order No.: _____

1. PARTIES AND DATE.

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into as of this 16th day of February 2022, by and between AMIR GHADIRI (“Buyer”), and the CITY OF CORONA, a California municipal corporation (“Seller”). Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as “Parties” throughout this Agreement.

This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by Seller’s governing body or its delegated representative and signed by all Parties (“Effective Date”).

2. RECITALS.

2.1 City Property. Seller is the owner in fee of certain real property located on Baldy View Circle, Corona, in Riverside County, California, immediately adjacent to the south of Buyer’s Property (defined below) consisting of approximately 2,750 square feet and designated as a portion of Assessor Parcel Number(s) 102-380-055, as depicted in **Exhibit “A”** attached hereto and incorporated herein by reference (“City Property”). Reference herein to City Property shall include all of Seller’s right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the City Property.

2.2 Project. Buyer is the owner in fee of certain residential real property located at 1400 Baldy View Circle Corona, in Riverside County, California, and designated as Assessor Parcel Number(s) 102-760-020 (“Buyer’s Property”). Buyer desires to acquire the City Property for the purpose of merging it with the Buyer’s Property in order to enlarge the backyard area of Buyer’s Property (“Project”).

2.3 Findings. Seller has determined that the development of the Project on the City Property pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of the City’s taxpayers and residents. Pursuant to Government Code Section 37350, implementation of this Agreement will further the common benefit because it will allow the City

Property to be developed for a more productive and profitable use and will reduce the City's landscape maintenance obligations.

2.4 Purpose. The Seller desires to sell the City Property to the Buyer for the development of the Project and the Buyer desires to purchase the City Property from the Seller for the same purpose.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

3. TERMS.

3.1 Purchase Price. The total purchase price for the City Property is Twenty-Seven Thousand Five Hundred Dollars (\$27,500) ("Purchase Price").

3.2 Earnest Money Deposit. Within ten (10) business days following the Effective Date of this Agreement, Buyer shall deposit into escrow the sum of Five Thousand Dollars (\$5,000) as an earnest money deposit ("Deposit"), which Deposit shall be applicable to the Purchase Price at Close of Escrow. If Buyer defaults in its obligation to purchase the City Property, the Deposit shall be retained by Seller and shall constitute liquidated damages, as set forth in Section 3.8.5 below.

3.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller, less the Deposit provided for in Section 3.2, which shall be paid earlier as provided for therein. The Purchase Price shall be paid through escrow in cash, by cashier's or certified check, or by wire transfer.

3.4 R&T Code Section 18662 Withholding Requirements. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3-1/3% of the total sales price/Purchase Price for the City Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board, unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

3.5 Escrow.

3.5.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the City Property with First American Title Insurance Company ("Escrow Holder"). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("Opening Date").

3.5.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the City Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“Additional Instructions”) of Escrow Holder or other instruments which may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

3.5.3 Close of Escrow. . The recordation of the documents described in Section 3.5.10(C) and disbursement of funds and distribution of other documents by Escrow Holder as described herein, shall constitute “Close of Escrow” or “Closing,” and the date thereof shall be the “Closing Date” as provided for herein. Close of Escrow shall occur Ninety (90) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the Extended Closing Date (defined below), if any, for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Section 3.8 herein. If no notice of termination as provided in Section 3.7 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible. Note: The “Extended Closing Date” is a date beyond the original Closing Date, agreed to by Buyer and Seller.

3.5.4 Costs of Escrow. All costs of the Title Policy (defined below) shall be paid by Buyer, and all Escrow fees and normal closing costs attributable to the conveyance of the City Property (“Escrow Fees and Closing Costs”) shall be paid by Buyer, which costs and fees shall be collectively referred to as “Title and Escrow Costs” throughout this Agreement. Seller shall be solely responsible for payment of any administrative expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the City Property, as well as any payment of taxes, assessments and bonds, as described in Section 3.5.5 below. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any.

3.5.5 City Property Taxes, Assessments and Bonds. Seller shall timely pay all real property taxes, assessments and bonds allocable to the City Property accruing prior to the Closing Date. Buyer shall pay all real property taxes, assessments and bonds allocable to the City Property accruing on or after the Closing Date.

3.5.6 Buyer’s Conditions Precedent to Close of Escrow. Close of Escrow and Buyer’s obligation to accept title to the City Property and pay the Purchase Price are subject to the satisfaction of the following described conditions for Buyer’s benefit (or Buyer’s waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Payments and Documents. Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

B. Obligations. Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow, as provided in this Agreement.

C. Title Policy. Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.6.2 below.

D. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow, and shall continue thereafter for the full statutory period.

E. General Plan Consistency Determination. The Planning and Development Director for the City of Corona shall have determined that the City's disposition of fee title to the City Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.

F. Escrow Closing Costs Statement. Buyer shall have approved Escrow Holder's estimated closing costs statement.

G. Public Easement Vacation Resolution. The City Council of the City of Corona shall have adopted a resolution ("Vacation Resolution"), pursuant to and in accordance with California Streets & Highways Code section 8300 *et seq.*, vacating, abandoning and terminating the public right to use the City Property for open space purposes. Buyer shall be responsible for all costs and expenses incurred by Seller for the preparation and adoption of the Vacation Resolution.

H. Lot Line Adjustment. The Board of Zoning Adjustments for the City of Corona shall have adopted a resolution ("Lot Line Adjustment Resolution"), pursuant to the Subdivision Map Act, approving a lot line adjustment to add the City Property to the Buyer's Property. Buyer shall, at Buyer's sole cost and expense, apply for the lot line adjustment to add the City Property to the Buyer's Property and prepare, or cause to be prepared, any and all documents, including surveys and legal descriptions, required or necessary for such lot line adjustment.

I. HCD Confirmation. Seller shall have confirmed in writing that the California Department of Housing and Community Development ("HCD") has accepted Seller's declaration of the City Property as "exempt surplus property" under the Surplus Land Act (California Government Code section 54220 *et seq.*).

3.5.7 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the City Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Payments and Documents. Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

B. Obligations. Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow, as provided in this Agreement.

C. Representations and Warranties. All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow, and shall continue for the full statutory period.

D. General Plan Consistency Determination. The Planning and Development Director for the City of Corona shall have determined that the City's disposition of fee title to the City Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.

E. Escrow Closing Costs Statement. Seller shall have approved Escrow Holder's estimated closing costs statement.

F. Vacation Resolution. The City Council of the City of Corona shall have adopted the Vacation Resolution.

G. Lot Line Adjustment Resolution. The Board of Zoning Adjustments for the City of Corona shall have adopted the Lot Line Adjustment Resolution.

H. HCD Confirmation. Seller shall have confirmed in writing that HCD has accepted Seller's declaration of the City Property as "exempt surplus property" under the Surplus Land Act (California Government Code section 54220 *et seq.*).

3.5.8 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

A. Purchase Price. The Purchase Price, less any Deposit that has previously been paid by Buyer pursuant to Section 3.2 herein.

B. Title and Escrow Costs. Funds required to pay the Closing Costs payable by Buyer pursuant to Section 3.5.4 herein.

C. Additional Customary Charges. Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.

D. Appraisal Costs. The sum of Two Thousand Dollars (\$2,000) payable to the City of Corona to reimburse Seller for the cost of obtaining an appraisal of the City Property.

E. Commissions. Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect to the transaction which is the subject of this Agreement.

F. Change of Ownership. Preliminary Change of Ownership form.

G. Additional Documents and Funds. Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.5.9 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

A. Commissions and Fees. Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect to the transaction which is the subject of this Agreement.

B. Grant Deed. The fully-executed and acknowledged Grant Deed attached as **Exhibit "B"** hereto and incorporated herein by reference.

C. Tax Certificates and Forms. FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

D. Additional Documents and Funds. Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

E. Vacation Resolution. Certified copy of the Vacation Resolution.

F. Lot Line Adjustment Resolution. Certified copy of the Lot Line Adjustment Resolution.

3.5.10 Escrow Holder Responsibilities. Upon Closing, the Escrow Holder is authorized and instructed to:

A. Liens and Encumbrances. Cause the satisfaction and removal of all exceptions to title to the City Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes, assessments and bond obligations respecting the City Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

B. Payments for Fees, Charges and Costs. Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 3.5.4, 3.5.5, 3.5.8 and 3.5.9 herein. Before such payments or charges are

made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and Close the Escrow.

C. Grant Deed. Record the Grant Deed, Vacation Resolution, Lot Line Adjustment Resolution and any other instruments, as appropriate, delivered through Escrow.

D. R&T Code Section 18662 Withholding Requirements. Withhold from funds otherwise payable to Seller at Close of Escrow in such amount as Buyer is required to withhold therefrom pursuant to California Revenue and Taxation Code Section 18662 (i.e., 3-1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662. Further, deliver to each Party copies of all such withholding form(s).

E. Funds and Documents. Disburse such other funds and deliver such other documents to the Parties entitled thereto.

F. Title Policy. Cause the Title Policy to be issued.

3.5.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 3.10.1 herein for notices, demands and communications between the Buyer and Seller.

3.5.12 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3.6 Title.

3.6.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the City Property and the right to possession of the City Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title Insurance Company ("Title Company") to issue to Buyer upon Close of Escrow its California Land Title Association (CLTA) Standard Owner's Form Policy of Title Insurance ("Title Policy") with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.6.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following conditions and exceptions to title or possession:

A. Non-Delinquent Tax, Assessment and Bond Liens. A lien to secure payment of general and special real property taxes, assessments and bonds obligations, provided they are not delinquent.

B. Supplemental Taxes. A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

C. Buyer Creation or Consent. Matters affecting the condition of title created by or with the consent of Buyer.

D. Disclosed to and Approved by Buyer. Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the City Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below).

3.6.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening of Escrow, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the "Title Report"). Upon the later of (a) Twenty (20) days following the Opening Date; or (b) Twenty (20) days following Buyer's receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute "Disapproved Matters," which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any exceptions to title not disapproved in writing within said period of time shall be deemed approved by Buyer.

3.7 Suitability and Condition of City Property.

3.7.1 Inspections and Right of Entry. Prior to Close of Escrow, Buyer may conduct, at Buyer's sole expense, such inspections of the City Property as Buyer may desire or deem appropriate, in Buyer's sole discretion. Seller hereby grants to Buyer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the City Property prior to the Closing Date for the purpose of conducting such inspections. Seller shall have the right, but not the obligation, to accompany Buyer during such inspections and investigations; provided, however, in no event shall any invasive testing or procedures be permitted by Buyer or its agents or contractors without prior written consent of Seller. Buyer, at its sole cost and expense, agrees to restore the City Property to the condition the City Property was in prior to Buyer's entry.

3.7.1.1 Insurance. Prior to Buyer or its agents or contractors entering upon the City Property pursuant to Section 3.7.1, Buyer shall (i) give Seller forty-eight (48) hours prior notice of such entry, and (ii) provide satisfactory evidence to Seller that Buyer, or its agents or contractors, have obtained commercial general liability insurance with limits of not less

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than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000 each limit; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than \$5,000,000 each occurrence and aggregate. Such liability insurance shall include or be endorsed (amended) to state that: (1) Buyer, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured; and (2) the insurance coverage shall be primary insurance as respects Buyer, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage. Such liability insurance policy shall be placed with an insurer with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.7.1.2 Indemnification. Buyer shall defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's or Buyer's employees, representatives, agents and contractors activities on the City Property under Section 3.7.1. The indemnity obligations of Buyer under this Section 3.7.1.2 shall survive the Closing or termination of this Agreement.

3.7.2 Acceptance of City Property "As-Is". Except as otherwise expressly provided herein, Buyer's election to purchase the City Property will be based upon and will constitute evidence of Buyer's independent investigation of the City Property, and not as a result of any representation(s) made by Seller or any employee, official, consultant or agent of Seller relating to the condition of the City Property (unless such statement or representation is expressly and specifically set forth in this Agreement), its use, development potential and suitability for Buyer's intended use, including, without limitation, the following: the feasibility of developing the City Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the City Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the City Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the City Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the City Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the City Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the City Property for any existing or proposed development thereof, including, but not limited to, zoning, building, subdivision, environmental or other such regulations; the necessity of availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "Permits"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the City Property; and all of the matters concerning the condition, use, development or sale of the City Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the City Property by Buyer. Buyer hereby waives and releases all claims and demands against Seller for any such loss, damage or injury and agrees to indemnify, defend and hold Seller harmless from and against any

and all loss, claim, action, demand, damage, costs and expenses (including reasonable attorney's fees) arising from or related to any such loss, damage, injury or claim.

3.7.3 California Civil Code Section 1542. Buyer hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY”

Buyer acknowledges that with respect to the acquisition of the City Property, Buyer may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Buyer hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to him under Section 1542 or other statute or judicial decision of similar effect.

Buyer's Initials

This acknowledgment and release shall survive the Close of Escrow.

3.8 Termination, Defaults and Remedies.

3.8.1 Exercise of Buyer's Termination Rights. If Buyer's conditions precedent to Close of Escrow do not occur as required in Section 3.5.6 herein, and if Buyer thereby elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.8.2 Exercise of Seller's Termination Rights. If Seller's conditions precedent to Close of Escrow do not occur as required in Section 3.5.7 herein, and if Seller thereby elects to exercise its rights to terminate this Agreement and the Escrow, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In such event, Buyer shall pay all Termination Costs. Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.8.3 Buyer's Breach. If Buyer materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time

following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate. Seller shall have no right to seek specific performance of this Agreement.

Seller's Initials

Buyer's Initials

3.8.4 Seller's Breach. If Seller materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following notice from Buyer, then Buyer, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, may, at Buyer's option, terminate this Agreement and the Escrow by giving written notice to Seller and Escrow Holder. In such event, Seller shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.8.5 Return of Documents and Funds; Disbursement of Deposit; Liquidated Damages; Release of Liability as to Escrow Holder. In the event Escrow Holder receives written notice from Buyer, prior to Close of Escrow, of its election to terminate the Escrow as provided for in Section 3.8.1, then Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs as appropriate, to the Party depositing the same. In the event Escrow Holder receives written notice from Buyer, prior to Close of Escrow, of its election to terminate the Escrow as provided for in Section 3.8.1 herein, if Seller elects to terminate this Agreement as provided for in Section 3.8.2 herein, or in the event Seller terminates this Agreement due to Buyer's material breach, as provided for in Section 3.8.3 herein, the Parties hereby agree that it would be impractical or extremely difficult to fix the actual damages to Seller. The Parties therefore hereby agree that a reasonable estimate of such damages is an amount equal to the Deposit provided for in Section 3.2 herein. In such event, Seller will be entitled to retain the Deposit and such amount shall be deemed fully agreed liquidated damages, and all other potential remedies are hereby expressly waived by Seller. Therefore, Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs as appropriate, to the Party depositing the same, except for the Deposit which shall be paid to Seller. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination, excepting for Escrow Holder's obligations to return documents and funds, including the Deposit, as provided herein.

Seller's Initials

Buyer's Initials

3.9 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

3.9.1 Authority. Seller has full power and authority to own, sell and convey the City Property to Buyer and to perform its obligations pursuant to this Agreement. This

Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the City Property and are enforceable in accordance with their respective terms.

3.9.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the City Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the City Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the City Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy of the City Property.

3.9.3 Hazardous Materials. Seller is aware of its obligations under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding release of hazardous substances on the City Property. To Seller's current actual knowledge, Seller has not caused any Hazardous Material to be placed or disposed of on or at the City Property or any part thereof in any manner or quantity which would constitute a violation of any Hazardous Materials law, nor has Seller received any written notices that the City Property is in violation of any Hazardous Materials law. For purposes of this section, "Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, including, without limitation, California Health and Safety Code Sections 25316 and 25317, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sect. 9601 *et seq.* (42 U.S.C. Sec. 9601).

3.9.4 Litigation. To Seller's current actual knowledge, there are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting the City Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau or instrumentality.

3.9.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or,

according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the City Property are bound.

The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow.

3.10 Miscellaneous.

3.10.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: Amir Ghadiri
1400 Baldy View Circle
Corona, CA 92882
Telephone: 951-858-3310

To Seller: City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Joanne Coletta, Planning and Development Director
Telephone: (951) 736-2437
Facsimile: (951) 736-2493

With Copy to: City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Dean Derleth, City Attorney
Telephone: (951) 279-3505
Facsimile: (951) 736-2493

To Title Company: First American Title Insurance Company
3281 East Guasti Road, Suite 440
Ontario, CA 91760
Telephone: (909) 510-6220
Facsimile: (877) 461-2090

3.10.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the City Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the City Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives, and will survive Close of Escrow and the recordation of the Grant Deed.

3.10.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the City Property immediately upon Close of Escrow. All risk of loss or damage to the City Property will pass from the Seller to the Buyer at the Close of Escrow. If improvements on the City Property are materially damaged or destroyed prior to Close of Escrow due to an insured casualty, Seller will assign to Buyer all insurance proceeds and the Purchase Price will be reduced by the amount of any deductible. Seller covenants and agrees that it will keep the City Property fully insured through Close of Escrow. If the City Property is materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, Buyer may elect to terminate this Agreement as provided in Section 3.8.1 above.

3.10.4 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall deposit with Escrow Holder (or, with respect to Seller, the payment to Seller at Closing will be debited) in an amount sufficient to satisfy all brokerage commissions and finder's fees for which such Party has become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

3.10.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

3.10.6 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

3.10.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

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

3.10.9 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

3.10.10 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

3.10.11 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

3.10.12 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

3.10.13 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

3.10.14 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

3.10.15 Successors and Assigns. Subject to the provisions of Section 3.10.14 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

3.10.16 Ratification. Seller's obligation to convey title to the City Property to Buyer, as provided herein, are subject to the approval and ratification of this Agreement by the Seller's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event Seller's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Seller may terminate this Agreement and the Escrow as provided in Section 3.8.2 herein.

3.10.17 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

3.10.18 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

3.10.19 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for the commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or holiday observed by national banks or the Title Insurer.

3.10.20 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

3.10.21 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

3.10.22 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

3.10.23 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

[SIGNATURES ON FOLLOWING 2 PAGES]

**SELLER'S SIGNATURE PAGE FOR
CITY OF CORONA
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(APN(S): PORTION OF 102-380-055)**

IN WITNESS WHEREOF, the Seller has executed this Agreement as of the date set forth below.

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

_____ Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**BUYER'S SIGNATURE PAGE FOR
CITY OF CORONA
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(APN(S): PORTION OF 102-380-055)**

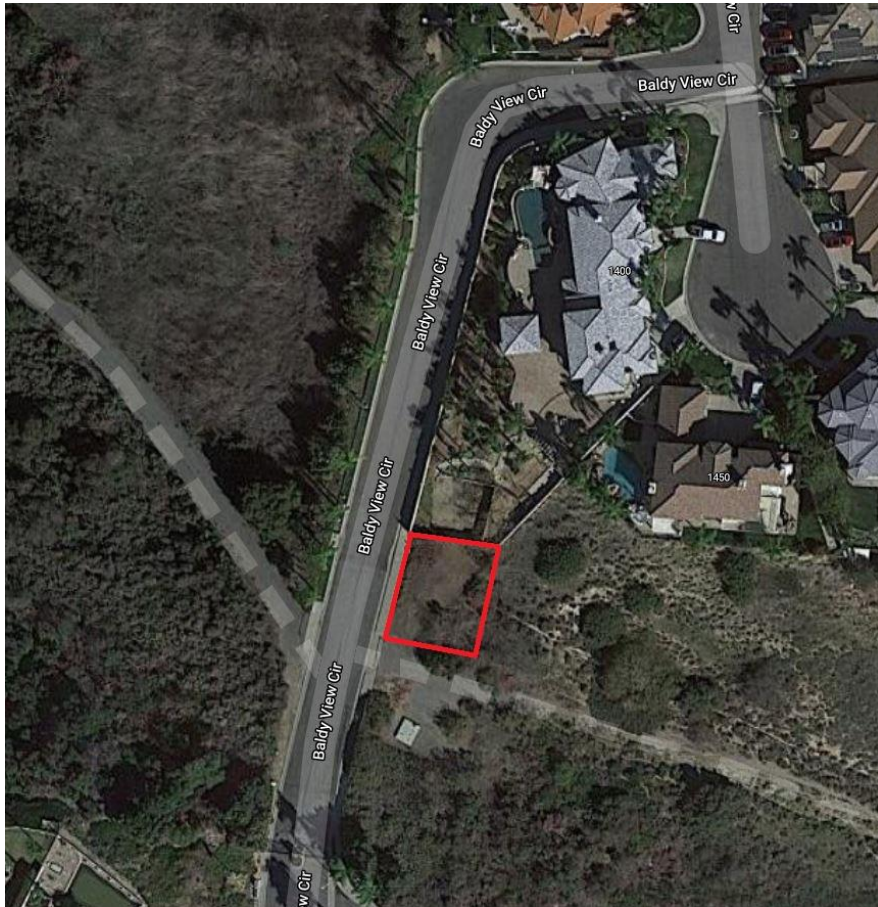
IN WITNESS WHEREOF, the Buyer has executed this Agreement as of the latest date set forth below.


AMIR GHADIRI

By: _____ Date _____
Amir Ghadiri

EXHIBIT "A"
LEGAL
DEPICTION OF CITY PROPERTY

Real property in the County of Riverside, State of California, depicted as follows:



 Subject Property, consisting of approximately 2,750 sq. ft.

** Buyer to prepare legal description of Subject Property in connection with the lot line adjustment application to add the City Property to the Buyer's Property.

EXHIBIT "B"
GRANT DEED

SEE ATTACHED THREE (3) PAGES

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
City Clerk (Planning & Development)
400 S. Vicentia Ave.
Corona, CA 92882

Fee Exempt under Gov. Code Section 27383
Above Space for Recorder's Use

**APN: Portion of 102-380-055
Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922**

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF CORONA, a California municipal corporation** ("Grantor") hereby grants to **AMIR GHADIRI, a married man, as his sole and separate property** ("Grantee"), the following described real property (the "City Property") situated in the County of Riverside, State of California:

**SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____ 2022

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Date

Attest:

Sylvia Edwards
City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

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 _____)

On _____ before me, _____,
Insert Name and Title

personally appeared _____
Name(s) of Signer(s)

_____ ,
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 of Notary Public

Place Notary Seal Above

EXHIBIT "A" TO GRANT DEED

**LEGAL DESCRIPTION AND
DEPICTION OF CITY PROPERTY**

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

[**TO BE INSERTED PRIOR TO CLOSE OF ESCROW**]



Staff Report

File #: 22-0149

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office - City Clerk

SUBJECT:
Public Hearing for the redrawing of Council Member District Boundaries.

EXECUTIVE SUMMARY:

Every ten years, upon the release of the decennial census data, the City of Corona must redraw its five (5) City Council districts based on the new census data and criteria outlined in state law so that the districts correctly reflect current populations. Conducting the public hearings will fulfill the requirements needed so that the districts are redrawn and are substantially equal in population as required by the United States Constitution. The U.S. Supreme Court has generally defined 'substantially equal' as no more than a 10% deviation between the least and greatest populated districts.

RECOMMENDED ACTION:

That the City Council:

- a. Receive a report from staff and the City's redistricting consultant on the redistricting process, and review draft maps and permissible criteria to be considered to redraw district boundaries.
- b. Conduct a public hearing to receive public input on district boundaries.
- c. Potentially select a preferred map.

BACKGROUND & HISTORY:

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and Federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware

of the redistricting effort and are provided with options to participate. The City held the first of the four required hearings on January 5, 2022. The City conducted a Community Workshop on January 27, 2022, at the Corona Public Library, providing a brief overview of the redistricting process and highlighting the online mapping tool. The proposed map was shared with the community at the end of the workshop. Public comments during the workshop centered on the area north of Highway 91 and west of Main Street. Public speakers reported that newly constructed “apartment homes” in the area did not share the same community of interest as the residents south of Highway 91 in the Circle City area, and therefore were better suited in District 2. Recognizing this had been a point of discussion during the transition to district-based elections, staff concurred and requested the consultant redraw the draft map accordingly for consideration. The revised Map Option 1 was presented to Council at the second of the four required public hearings held on February 2, 2022. The City also recreated a dedicated redistricting website, www.remapcorona.org, where interested persons may find all related documents and hearing information for the redistricting process, which to date has been visited 96 times by 62 unique IP addresses (62 individual users)

ANALYSIS:

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The City of Corona must complete the redistricting process by April 17, 2022.

The City adopted its current district boundaries in 2016, with the passage of Measure N, which authorized the transition to districts process. The map approved with Measure N was drawn based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the Fair Maps Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Fair Maps Act, the City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal and Voting Rights Act requirements of equal population within each district.
2. Be geographically contiguous.
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together).
4. Display easily identifiable boundaries.
5. Be compact (do not bypass one group of people to get to a more distant group of people).
6. Shall not favor or discriminate against a political party.

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

- Minimize the number of voters delayed from voting in 2022 to 2024.

- Respect voters' choices/continuity in office.
- Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city or county draws draft maps.
- At least two hearings must happen after the drawing of draft maps.
- The fourth hearing can happen either before or after the drawing of draft maps.
- City or county staff or consultants may hold a public workshop instead of one of the required public redistricting hearings.

To increase the accessibility of these hearings, cities, and counties must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6:00 p.m. on a weekday.
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing must begin at a pre-designated time.
- Local public redistricting hearings must be made accessible to people with disabilities.

The City's current district boundaries, adjusted for the 2020 Census data, show that the districts remain population-balanced. The City's 2020 census population is 157,679. The ideal district population is one-fifth of that number, or 31,536. Population balance is determined by measuring the spread, or deviation, between the least populated district and the greatest populated district. Deviations of 10% or less are generally considered acceptable under U.S. Supreme Court rulings on the equal population standard under the U.S. Constitution. The City's current deviation is 9.08%, which is under the 10% permissible standard. As such, the Council may choose to re-adopt their existing district boundaries following the required public hearings.

Another consideration is the distribution of minority voters throughout the City, and whether there is a possibility of creating a majority/minority voting district as addressed in the federal Voting Rights Act. This analysis involves reviewing the ethnic demographics from the census data, specifically citizens of voting age populations (CVAP). Upon reviewing the City's CVAP data, creating a majority/minority voting district (a district in which an identified minority comprises the majority of the voting-age population) is possible. Districts 2 and 3 are currently majority/minority Hispanic voting districts. A complete demographic breakdown of the existing districts is attached to this report (Exhibit 1).

Following the first public hearing, the City's redistricting consultant prepared one potential map option, should the Council wish to consider adjusting districting boundaries. The map is summarized

below and accompanying demographic information may be found attached to this report (Exhibit 2).

Additionally, an online tool for closely examining the boundaries, with zoom and search capabilities, may be found through the below link:

[Corona - Google My Maps](#)

Map Option 1 is population balanced, reduces the deviation to .96% (less than one percent), and preserves the core of existing districts. The proposed map also preserves Districts 2 and 3 as majority/minority Hispanic voting districts. The differences between the existing map and Option 1 are summarized as follows:

- The southern boundary line between Districts 4 and five moves from Garretson Avenue west to Kellogg Avenue before rejoining Garretson Avenue south of Chase Drive.
- The western boundary line between Districts 1 and 5 moves from a general line along Ontario Avenue farther west in one area, traveling south along Fullerton Avenue to Santana Way, and then back over to Rimpau Avenue, where it rejoins the existing boundary at Taber Street.
- Two pockets of population in Districts 2 and 3 are exchanged, generally in the area bounded by Lincoln Avenue and Main Street, and the northern City limits and Highway 91.

Following Public Hearing No. 2, one map was received from a member of the public, and that map is presented as Option 2. However, as the map was hand-drawn, the map is not included in the online Google link referenced above. The map is summarized herein, and the submitted image is included in Exhibit 2.

Map Option 2 is not population balanced. The author of the map expressed a desire to shift the area generally bounded by Ontario Ave to the south, Magnolia Ave to the west, and the 15 freeway to the east, from District 1 to District 5. Reasons for the requested shift centered on the distance between the subject area and the most easterly boundaries of District 1 and the general use of businesses located in District 5 versus District 1. However, the subject area consists of 5,874 residents, and to move the entire area as requested with no accompanying offset of population creates a total deviation of 36.48%. Should the Council want to examine Option 2 further, Council may provide direction as to areas where the population may be offset to maintain a total deviation of 10% or less, as required by federal law. Alternatively, the City's consultant can review the surrounding districts and provide options to offset the population shift and lower the deviation.

The purpose of this public hearing is to inform the public about the districting process further, review the draft maps, and hear from the community on what factors should be taken into consideration while creating district boundaries. The public will be provided with an opportunity to give input regarding communities of interest and other local factors, which should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

Next Steps:

Following this hearing, the City's redistricting consultant will create any revised map(s) for consideration at Public Hearing 4, if directed by the City Council. The draft maps will be posted to the City website and available at City Hall before the hearings. At the conclusion of the public hearing, Council may select a preferred map for consideration at the fourth public hearing, scheduled for March 2, 2022. If Council selects a preferred map, staff will include the introduction of an ordinance approving the final map at the March 2, 2022, public hearing.

FINANCIAL IMPACT:

There is no fiscal impact associated with this request.

ENVIRONMENTAL ANALYSIS:

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

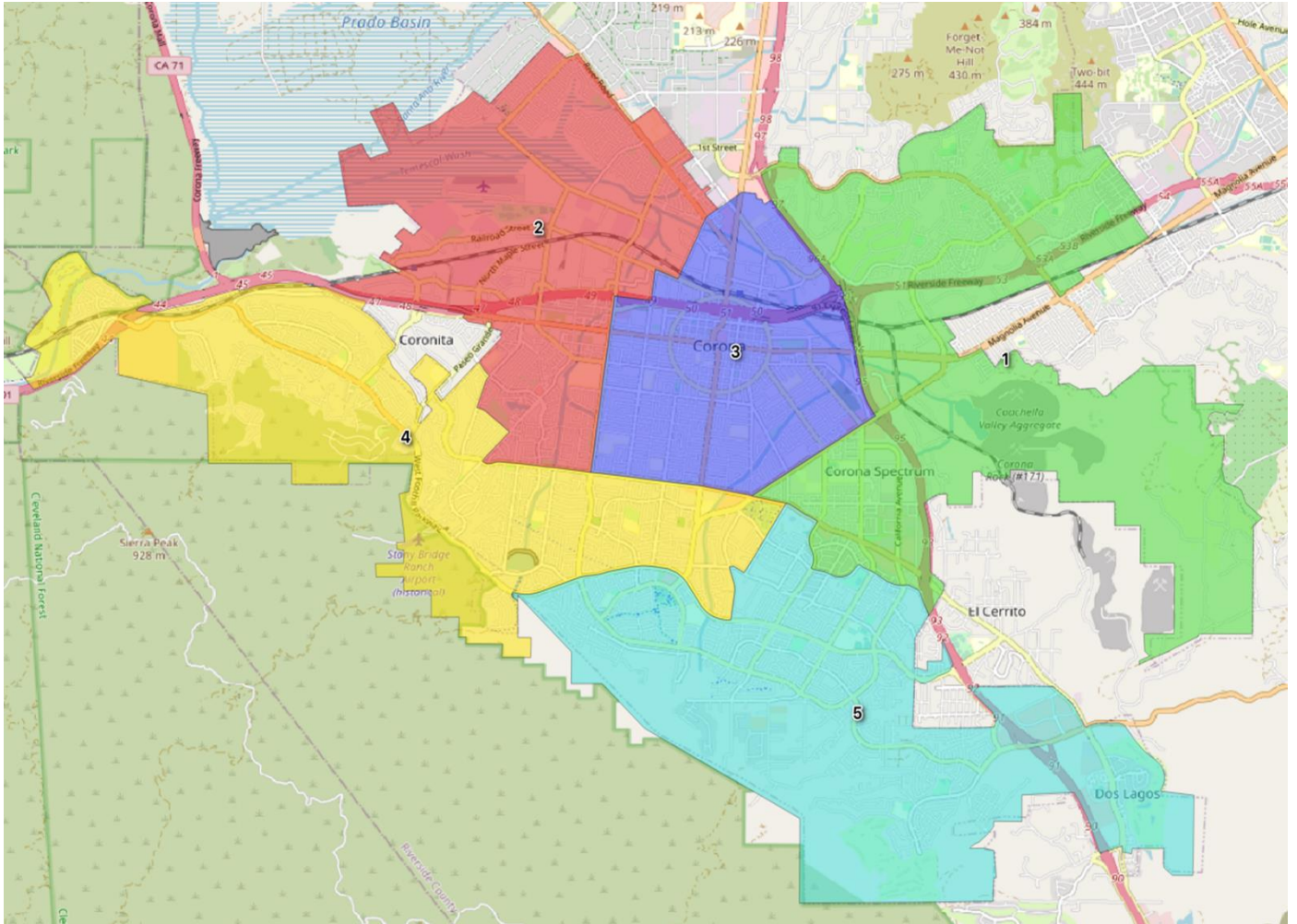
PREPARED BY: SYLVIA EDWARDS, CITY CLERK

REVIEWED BY: ROGER BRADLEY, ASSISTANT CITY MANAGER

Attachments:

1. EXHIBIT 1 - Existing District with Demographic Data
2. EXHIBIT 2 - Map Option 1 with Demographics Data and Map Option 2

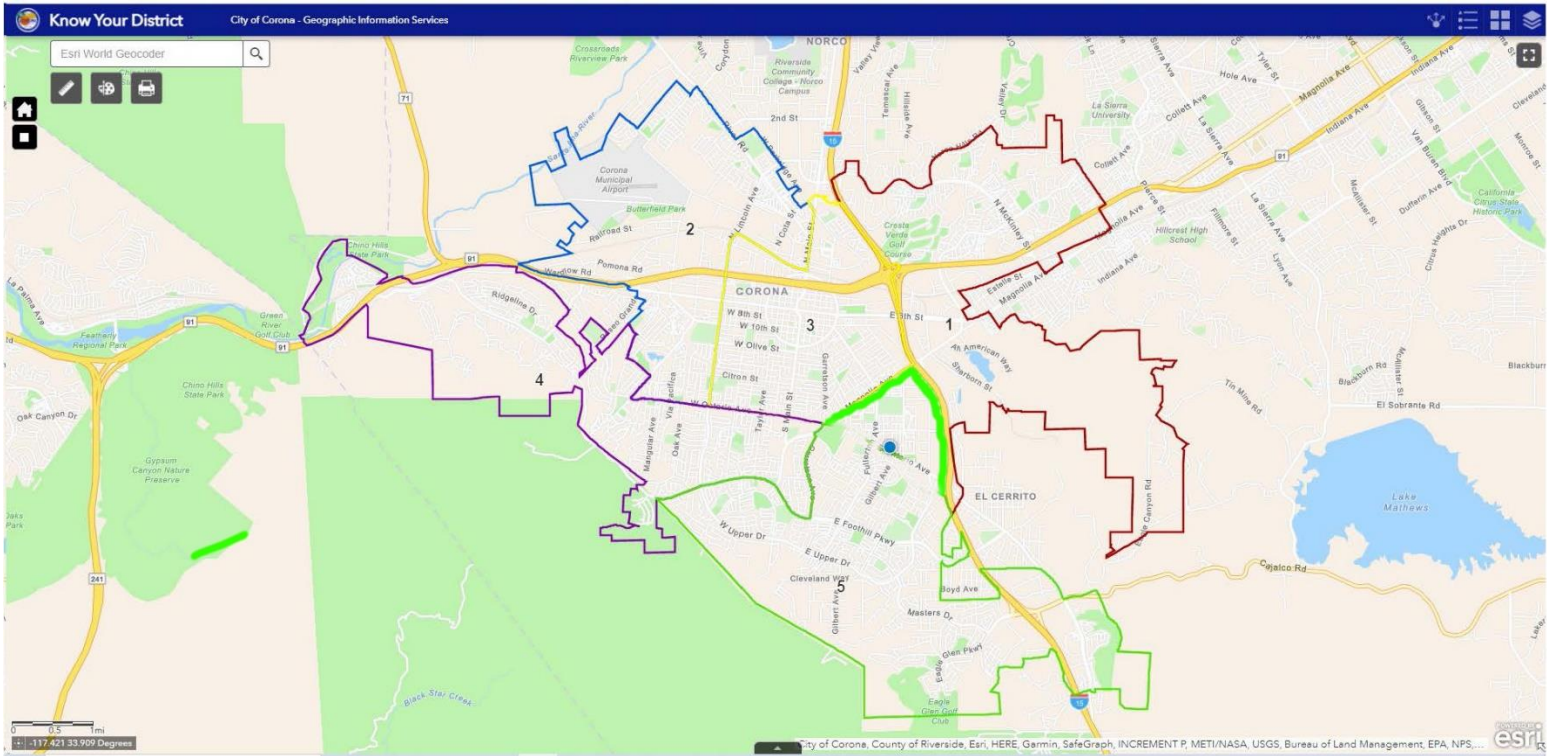
Map Option 1 with Demographic Data



District	Total Population	Raw Population	% Population	CVAP*19 Total	CVAP19 NL** White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN***	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
1	31,613	77	0.24%	22,082	8,647	1,924	7,565	14,502	83	3,282	127	73
2	31,674	138	0.44%	19,562	6,918	1,182	9,661	9,906	43	1,209	50	69
3	31,579	43	0.14%	19,182	6,929	592	10,631	8,563	78	806	32	36
4	31,443	-93	-0.29%	24,498	11,520	1,140	7,660	16,853	58	3,410	236	146
5	31,370	-166	-0.53%	23,962	12,082	1,692	5,540	18,384	31	3,937	87	141
Total	157,679											
Ideal	31,536	Deviation	0.96%									
*CVAP =	Citizen voting age population											
**NL =	Non-Latino											
***AIAN=	American Indian Alaskan Native											

Map Option 2

Deviation 36.48%





Staff Report

File #: 22-0162

REQUEST FOR CITY COUNCIL ACTION

DATE: 02/16/2022

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

City of Corona's Community Based Organization Grant Program Funding Utilizing an Appropriation from the American Rescue Plan Act (ARPA) funds and adjustments to the ARPA funding allocations.

EXECUTIVE SUMMARY:

On November 3, 2021, staff presented options to appropriate American Rescue Plan Act funds to the City Council for approval in the amount of \$29,077,125 for the City of Corona. The American Rescue Plan Act of 2021 allocates funds to states, territories, tribal areas, counties, and cities for relief affected by the COVID-19 pandemic. The City allocated \$500,000 from its \$29.2 million allotment to support the Capital Improvement Project titled Nonprofit Grant Program. This item was presented to the City Council on January 19, 2022 and carried over to the February 2, 2022 meeting. Subsequently, it was carried over to the February 16, 2022 City Council meeting.

RECOMMENDED ACTION:

That the City Council:

- a. Approve an equal annual allocation of \$166,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- b. Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- c. Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

- d. Provide staff with direction on whether to allocate \$150,000 in American Rescue Plan Act funding to the Woman's Improvement Club of Corona, a non-profit organization, for negative economic impacts as a result of the COVID-19 pandemic.
- e. Provide staff with direction on whether to reduce the Sixth Street Beautification Project #7673, by \$150,000 in the American Rescue Plan Act fund 413.

BACKGROUND & HISTORY:

The American Rescue Plan Act (ARPA) of 2021 appropriates nearly \$220 billion to states, territories, and tribal areas, and \$130 billion to cities and counties for the COVID-19 pandemic relief. Funds are distributed to recipients in the form of a block grant. For cities that are eligible to receive the Community Development Block Grant (CDBG) (i.e., "metropolitan cities," generally with a population of 50,000 or larger), funds are allocated according to a CDBG distribution formula rather than by population. For smaller cities and counties, ARPA provides that dollars will be distributed solely based on population.

ARPA funding is allocated to states, territories, tribal areas, counties, and cities for relief affected by the COVID-19 pandemic. On November 3, 2021, the City Council allocated \$500,000 from the City's \$29.2 million allotment to support a new Capital Improvement Program (CIP) titled Nonprofit Grant Program. The Nonprofit Grant Program is outlined in the analysis of this report and will be referred to as the City of Corona's Community Based Organization Grant Program. The purpose of the program is to support local non-profit organizations offering direct services to Corona residents which align with the City's Strategic Plan but are not offered by the City of Corona. The grant awards from the Community Based Organization Grant Program will leverage the expertise and the impact of the City's nonprofit partners to better serve the community.

At the January 19, 2022 City Council meeting, the City Council directed staff to bring back this item for consideration at the February 2, 2022 City Council meeting, while also identifying potential additional ARPA money that could assist the Women's Improvement Club. As a result, an allotment of \$150,000 is possible to provide financial assistance to the Woman's Improvement Club of Corona, a non-profit local organization, in addition to providing funding for the Community Based Organization Grant Program. The funding for the Women's Improvement Club will provide financial support to help offset negative economic impacts suffered through the pandemic. As 100% of the ARPA funds were allocated to projects in November 2021, the Sixth Street Beautification Project will be reduced by \$150,000.

ANALYSIS:

The City of Corona has been committed to serving its residents in partnership with local nonprofit agencies. To qualify as a nonprofit organization for any the City of Corona's grant programs, the agency needs to have a 501(c)3 designation from the Internal Revenue Service (IRS) and be recognized as a nonprofit organization by the State of California. The Community Based Organization Grant Program will be added to the existing grant programs offered by the Community Services Department. The Community Assistance Division administers Community Based Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) on an annual basis. These funds provide resources to improve the physical, economic, and social conditions within

the community to benefit low-and moderate-income residents. In addition, the City of Corona also offers Co-Sponsorship Programs to Corona nonprofits. The Recreation Division of the Community Services Department administers the City’s Co-Sponsorship Program. This program seeks applications as part of a collaborative effort to strengthen our partnerships with Corona nonprofits by providing organizations with a chance to apply and submit dates to utilize City facilities for their events based on availability. These existing programs provide an excellent structure for the development of the Community Based Organization Grant Program. This new program will be modeled on these existing programs.

Based on the guidelines of the ARPA funding, the City’s Community Based Organization Program will have a maximum five-year deadline to expend the ARPA funds, with the goal of disseminating the funds within three years. With this goal in mind, City staff is recommending to disseminate the funds over three budget cycles as seen below:

ARPA Funding Dissemination Schedule	
FISCAL YEAR	AMOUNT
2023	\$166,666
2024	\$166,666
2025	\$166,666

**Total amount of approximately \$499,998 with approximate appropriation of \$500,000*

This appropriation of ARPA funds will play a significant role in providing critical services to Corona residents through community partnerships that support the City of Corona’s strategic goals. The Community Based Organization (CBO) Grant Program will keep the City’s vision of creating a safe, vibrant, and family-friendly community at its forefront and provide funding to Corona organizations supporting the City’s commitment of creating a community where everyone can thrive. The program will fund nonprofit activities which strengthen the social, family, or economic fabric of the Corona community.

The CBO Funding Program Process

The Community Based Organization (CBO) Grant Program will have two primary components: 1) an annual application process, and 2) an on-site evaluation for approved grant programs. City staff will distribute a request for applications shortly after approval of this item by way of the City’s social media platforms and electronic distribution lists and publications, as well as directly reaching out to nonprofit organizations that the City already has current partnerships with that serve the Corona community. The City is currently working with more than 450 community based organizations that provide services to the Corona community. Staff expects to present a recommendation of awards in Spring 2022 for the City Council’s consideration. Applicants will be notified once the City Council has approved the awards and the grant will open at the beginning of the new fiscal year.

To set parameters on the awards, it is proposed that the Corona CBO Program will have limitations on minimum and maximum funding requests. The minimum funding that will be awarded would be \$2,500 and grant funding requests will not exceed the maximum award of \$25,000 per organization.

The minimum amount of \$2,500 is enough to benefit organizations to support their projects and justify the administrative costs. Providing a maximum amount of \$25,000 allows several organizations to leverage these grant monies for larger capital projects and still allows multiple agencies to receive awards from the \$166,666 annual allocation.

CBO Evaluation Process

Corona CBO proposals will be evaluated based on criteria which include the number of Corona residents or students served, how the proposed programs align with the City's strategic plan, and how well the program impacts the current needs of the Corona community. In addition, to mirror the City's already approved Co-Sponsorship Program, City staff will review the applications and evaluate how the applicant's scope of work align with Corona's strategic plan and will bring the recommendations to the Committee of the Whole and to the City Council for final consideration and approval.

Since this is the initial inception of CBOs for the City of Corona, non-profit organizations that receive funding through this program will receive support from City staff to ensure that the organizations are staying within their scope of work as well as meeting their deadlines in order to receive grant funding.

Woman's Improvement Club Allocation

The Woman's Improvement Club of Corona is a local non-profit organization, operating in the downtown area of Corona. During the COVID-19 pandemic, the organization has experienced significant challenges such as changing operational needs and limited fund-raising opportunities, leading to declines in revenue sources. As such, the City Council may decide to provide an allotment of \$150,000 in ARPA funds to this organization.

The ARPA funds were fully allocated to various projects in November 2021; however, with this new allocation to the Woman's Improvement Club, the Sixth Street Beautification Project #7673 will be reduced by \$150,000. That City anticipates this reduction in funding to the Sixth Street Beautification Project #7673 will be replaced with additional Measure A revenues to be received in Fiscal Year 2022.

FINANCIAL IMPACT:

Funding in the amount of \$500,000 is available in the CIP titled Nonprofit Grant Program, Project No. 76770, within the ARPA Fund 413. Additionally, approval of the recommended actions will create a new ARPA project and provide an allotment of \$150,000 to the Woman's Improvement Club of Corona. The Sixth Street Beautification Project #7673 will be reduced by \$150,000 in the ARPA Fund 413.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential

for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Community Based Grant Program provides funding to organizations to support their operations and will have no significant impact on the environment. Therefore, no environmental analysis is required.

PREPARED BY: VIOLA VAN, MANAGEMENT ANALYST II

REVIEWED BY: ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Community Based Organization Grant Program Application
2. Exhibit 2 - Community Based Organization Presentation



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Please print or type and attach additional paper if needed. Agencies applying for multiple programs will need to fill out a separate application for each.

I. GENERAL INFORMATION

APPLICANT:		
TYPE OF APPLICANT: <input type="checkbox"/> Public Agency <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other: _____		
CONTACT PERSON:		TITLE:
ADDRESS:		CITY, ZIP CODE:
PHONE:	FAX:	EMAIL:
AGENCY WEBSITE:		
LOCATION OF HEADQUARTERS, BRANCH OFFICES, AND OUTREACH SITES:		
PROVIDE A DESCRIPTION OF THE ORGANIZATION AND ITS GENERAL FUNCTIONS:		
WHAT IS YOUR AGENCY'S BUDGET FOR THE CURRENT (22-23) FISCAL YEAR?		\$

Signature: _____ **Date:** _____

Print Name: _____



City of Corona
 COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
 2022-2022 Fiscal Cycle



II. PROGRAM DESCRIPTION

Name of the program or project for which you are requesting funding: 	Amount of Funding Requested: \$ _____ 	
Is a new or existing program? (Please circle one)	New	Existing
	Corona Residents/Students	Total
Number of clients this program is serving in 2022-23 (current fiscal year):		
Number of clients this program is expected to serve in the 2022-23 fiscal year:		



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Provide a detailed description of the proposed project explaining precisely what is to be accomplished with the requested funds. What is the primary project goal?



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Explain how the proposed program relates to the City of Corona's (if any) Strategic Plan and/or City Council Priorities.

(Note: All of the documents will be available at: <https://www.coronaca.gov/>. Please list which goals within the Strategic Plan and/or City Council Priorities the proposed program relates to.)



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Does the Operating Agency use an evaluation model to calculate program performance measures? Please describe the method(s) that your agency will use to track and report that clients are better off as a result of receiving services.



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Identify and describe the target population. If the target population includes the participation of students from the Corona-Norco Unified School District (CNUSD), please provide a letter of support and implementation plan prepared in conjunction with a CNUSD administrator.

How will this program be promoted among the target population?



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Identify the facility at which the proposed project services will be provided, including hours and days.

III. PROGRAM FINANCIAL INFORMATION

Please list the year(s), and amount(s) (if any) of past funding the program/project has received from the City of Corona:

Please list funding the program receives from other sources, including other cities:



City of Corona
COMMUNITY BASED ORGANIZATION FUNDING APPLICATION
2022-2022 Fiscal Cycle



Please provide the following information regarding funding the specific program/project you are proposing.

Categories	Expenditures	Revenues	
		Other Sources	From City
Salaries & Benefits			
Supplies			
Rent			
Communications (phone, postage)			
Travel Expenses			
Insurance			
Other			
TOTAL BUDGET:			

IV. ATTACHMENTS

Please attach the following to your application:

- Evidence of non-profit status (501-C3), if applicable
- Evidence of Liability Insurance; amount of \$1,000,000
- Evidence of Worker's Compensation Insurance
- Board of Directors roster
- Copy of the agency's most recent total budget
- Letter of Support from CNUSD administration (if program involves CNUSD participation)
- Implementation Plan prepared in conjunction with CNUSD (if program involves CNUSD participation)
- Memorandum of Understanding (MOU) or contract with agency the services are being provided to or in conjunction with
- Last (3) years of annual report data of how many Corona residents served

All application packets must be completed, with all attachments, and returned to the City of Corona's Community Services Department by 5:00 p.m., Thursday, March 31, 2022. **Late applications and postmarks will NOT be accepted.**

Submit to:

**City of Corona Community Services Department
ATTN: CBO FUNDING PROGRAM (FY 22-23)
400 S. Vicentia Avenue, Suite 225, Corona, CA 92882**



Community Based Organization Grant Program



Dr. Anne K. Tuner

February 2, 2022

The Ask

Provide Direction:

- Should staff move forward with the CBO Program as proposed using the previously allocated \$500,000 in ARPA Funding.
- Should staff reallocate \$150,000 in ARPA funding to the Women's Improvement Club of Corona from the Sixth Street Beautification Project.



Proposed CBO Program

- The CBO Program would provide grants funding to Corona Non-Profit Organizations impacted by Covid-19.
- Grant recipients should serve residents in line with the City of Corona Strategic Plan without duplicating City services.
- The Community Based Organization (CBO) Grant Program will have two primary components:
 - annual application process
 - an on-site evaluation for approved grant programs.
- The minimum funding \$2,500 and maximum award of \$25,000 per organization.



Proposed CBO Program

- The proposed CBO would expend the \$500,000 allocation in three years. This proposal satisfies the guidelines of ARPA funding to have the grant expended in five-years.

ARPA Funding Dissemination Schedule	
FISCAL YEAR	AMOUNT
2023	\$166,666
2024	\$166,666
2025	\$166,666



City Council Direction

- At the January 19, 2022 City Council meeting, the City Council directed staff to bring back this item.
- Staff was asked to identify \$150,000 in ARPA money that could assist the Women's Improvement Club.
- Funding could be taken from the CBO Program or identified from another ARPA Project.



Options

Option 1

Community Based Grant Funding Program As Proposed

- Approve an equal annual allocation of \$166,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

Option 2

Community Based Grant Funding Program As Proposed

- Approve an equal annual allocation of \$166,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

Allocate \$150,000 in ARPA Funding to the Women's Improvement Club

- Reduce the Sixth Street Beautification Project #7673, by \$150,000 in the ARPA fund 413.
- Award \$150,000 to the Women's Improvement Club to repair the roof of the WIC building.

Option 3

Allocate \$150,000 From the CBO Program to Fund the Women's Improvement Club

- Reduce the Community Based Grant Funding Program by \$150,000.
- Award \$150,000 to the Women's Improvement Club to repair the roof of the WIC building.

Modify the Community Based Grant Funding Program

- Approve an equal annual allocation of \$116,666 in Community Based Organization Grant Program funding over the next three fiscal years starting with Fiscal Year 2023 and ending in Fiscal Year 2025.
- Approve the Community Based Organization Grant Program application and set the minimum funding award at \$2,500 and the maximum award not to exceed \$25,000 per organization per funding cycle.
- Authorize staff to solicit applications for funding from the Community Based Organization Grant Program from local nonprofit organizations during the life of the program.

QUESTIONS?



951-739-4985



Anne.Turner@CoronaCA.gov



www.CoronaCA.gov